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NEW DELHI, SATURDAY, JULY 23, 1977/SRAVANA 1, 1899

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administrations of Union Territories)

भारत निर्वाचन आयोग

नई दिल्ली, 8 जुलाई, 1977

का० आ० 2345.—विवादग्रस्त निर्वाचन (प्रधान मंत्री और अध्यक्ष)
नियम, 1977 के नियम 5 के उप नियम (1) के उपबन्धों के अनुसरण
में, निर्वाचन आयोग श्री के० गणेशन अवर सचिव (विधिक), भारत
निर्वाचन आयोग को विवादग्रस्त निर्वाचन (प्रधान मंत्री और अध्यक्ष)
अधिनियम, 1977 (1977 का 16) के अधीन विधि, न्याय तथा कम्पनी
कार्य मंत्रालय की अधिसूचना का० आ० 390 (अ), तारीख 9 जुलाई,
1977 द्वारा गठित प्राधिकरण का रजिस्ट्रार होने के लिये तारीख 6
जुलाई, 1977 (पूर्वाह्न) से पदाभिहित करता है।

[सं० 82/1/सो० म०-प्र० मं०/77]

आदेश से,

ए० एन० सैन, सचिव

ELECTION COMMISSION OF INDIA

New Delhi, the 8th July, 1977

S.O. 2345.—In pursuance of the provisions of sub-rule (1)
of rule 5 of the Disputed Elections (Prime Minister and
Speaker) Rules, 1977, the Election Commission hereby
designates Shri K. Ganesan, Under Secretary (Legal),
Election Commission of India, to be the Registrar of the

Authority constituted under the Disputed Elections (Prime
Minister and Speaker) Act, 1977 (16 of 1977) vide Ministry
of Law, Justice and Company Affairs Notification S.O. 390(E),
dated 9 June, 1977, with effect from 6 July, 1977 (FN).

By Order,

[F. No. 82/1/HP-PM/77]

A. N. SEN, Secy.

बिस् मंत्रालय

(राजस्व और बैंकिंग विभाग)

(राजस्व पक्ष)

नई दिल्ली, 26 मार्च, 1977

प्राय-कर

का० आ० 2346.—सर्वसाधारण की जानकारी के लिये यह अधि-
सूचित किया जाता है कि सांख्यिक मेमोरियल एग्जीक्यूटिव युनिवर्सिटी, श्रीनगर,
(जम्मू-कश्मीर) की अधिसूचना सं० 878 (का० सं० 203/39/75-
आई० टी० ए० II) तारीख 18 अप्रैल, 1975 द्वारा प्राय-कर अधि-
नियम, 1961 की धारा 35(1)(ii) के अधीन किया गया अनुमोदन

(2563)

बिहित प्राधिकारी, अर्थात् भारतीय कृषि अनुसन्धान परिषद् को सिफारिश पर 18 अप्रैल, 1975 से वापस लिया जाता है।

[सं० 1692 (फा० सं० 203/181/76-मा० क० अ० II)]

जे० पी० शर्मा, उप-सचिव

MINISTRY OF FINANCE

(Department of Revenue & Banking)

(Revenue Wing)

New Delhi, the 26th March, 1977

Income-tax

S.O. 2346.—It is hereby notified for general information that the approval given under section 35(1)(ii) of the Income-tax Act, 1961 to Sadiq Memorial Agricultural University, Srinagar (J&K) by notification No. 878 (F. No. 203/39/75-ITA. II) dated 18th April, 1975 is withdrawn with effect from 18th April, 1975 on the recommendation of the prescribed authority, the Indian Council of Agricultural Research, New Delhi.

[No. 1692 (F. No. 203/181/76-ITA. II)]

J. P. SHARMA, Dy. Secy.

नई दिल्ली, 4 अप्रैल, 1977

आय-कर/धन-कर

का० आ० 2347.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80-ठ की उपधारा (1) के खंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इण्डस्ट्रियल रीकन्स्ट्रक्शन कॉर्पोरेशन आफ इण्डिया लिमिटेड द्वारा 1 नवम्बर, 1976 और अक्तूबर, 1976 के दौरान जारी किये गये 6 प्रतिशत वाले 10 वर्षीय बॉन्ड, 1986—द्वितीय निर्गम को उक्त खण्ड के प्रयोजनों के लिये विनिश्चित करती है।

[सं० 1709 /फा० सं० 178/67/76-आई० टी० (ए० I)]

ओ० वी० कुरुविला, अतिरिक्त सचिव

New Delhi, the 4th April, 1977

INCOME-TAX/WEALTH-TAX

S.O. 2347.—In exercise of the powers conferred by clause (ii) of sub-section (1) of section 80-L of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the 6 per cent 10 years Bonds 1986—Second Series—issued by the Industrial Reconstruction Corporation of India Ltd., between the 1st November, 1976 and 3rd November, 1976 for the purposes of the said clause.

[No. 1709/F. No. 178/67/76-IT(A1)]

O. V. KURUVILLA, Additional Secy.

(बैंकिंग पक्ष)

नई दिल्ली, 23 जून, 1977

का० आ० 2348.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा घोषित करती है कि उपर्युक्त अधिनियम की धारा 31 और बैंककारी विनियमन (सहकारी समिति) नियम, 1966 का नियम 10 के उपबन्ध सत्यमंगलम को-ऑपरेटिव ग्रुप बैंक लिमिटेड, सत्यमंगलम पर उस सीमा तक लागू नहीं होंगे जहाँ तक कि उनका सम्बन्ध लेखा परीक्षकों की रिपोर्ट के साथ 30 जून, 1976 को समाप्त वर्ष के उसके तुलनपत्र तथा लाभ-हानि विवरण के समाचार पत्र में प्रकाशन से है।

[सं० एफ० 8/5/77-ए० सी०]

लोकेंद्र नाथ शर्मा, अवर सचिव

(Banking Wing)

New Delhi, the 23rd June, 1977

S.O. 2348.—In exercise of the powers conferred by the section 53 read with section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act and Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Satyamangalam Co-operative Urban Bank Ltd., Satyamangalam in so far as they relate to the publication of its balance sheet, profit and loss account for the year ended the 30th June 1976 together with the auditor's report in a newspaper.

[No. F. 8/5/77-AC]

L. N. SHARMA, Under Secy.

नई दिल्ली, 6 जुलाई, 1977

का० आ० 2349.—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) के खण्ड (ग) के उपखण्ड (4) के अनुमरण में केन्द्रीय सरकार, एतद्द्वारा, भारतीय स्टेट बैंक के अध्यक्ष, श्री पी० सी० डी० नम्बियार को श्री टी० आर० वरदाचारी के स्थान पर भारतीय औद्योगिक विकास बैंक के निदेशक के रूप में नामित करती है।

[सं० एफ० 10(84) आई० एफ०/77]

विजय भूगान्, निदेशक

New Delhi, the 6th July, 1977

S.O. 2349.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri P. C. D. Nambiar, Chairman, State Bank of India as the Director of the Industrial Development Bank of India vice Shri T. R. Varadachary.

[F. No. 10(84) IF. 1/77]

V. K. SHUNGU, Director

भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

नई दिल्ली, 6 जुलाई, 1977
New Delhi, the 6th July, 1977

क्र० आ० 2350.—भारतीय रिज़र्व बैंक अधिनियम, 1934 के अनुमरण में माह जून, 1977 के दिनांक 3 को समाप्त हुए सप्ताह के लिए लेखा ।
S.O. 2350—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 3rd day of June, 1977.

इशू विभाग
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	16,28,55,000		सोने का सिक्का और बुलियन :— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8231,20,71,000		(क) भारत में रखा हुआ (a) Held in India	187,80,46,000	
जागी किये गये कुल नोट Total notes issued		8247,49,26,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India
			विदेशी प्रतिभूतियां Foreign Securities	1071,73,97,000	
			जोड़ TOTAL		1259,54,43,000
			रुपये का सिक्का Rupee Coin		12,81,34,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		6975,13,49,000
			देशी विनिमय बिल और बूझदे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		
कुल देयताएं Total Liabilities		8247,49,26,000	कुल आस्तियां Total Assets		8247,49,26,000

दिनांक : 8 जून, 1977

Dated the 8th day of June 1977.

प्रार० के० हजारी, उप गवर्नर

R.K. HAZARI, Dy. Governor.

3 जून, 1977 को भारतीय रिज़र्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 3rd June, 1977.

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
शुक्लता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	16,28,55,000
आरक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	4,86,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	400,00,00,000	छोटा सिक्का Small Coin	4,40,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	145,00,00,000	खरीदे और धुनाये गये बिल Bills Purchased and Discounted :— (क) देशी (a) Internal	133,54,97,000

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	540,00,00,000	(ख) विदेशी (b) External
जमा राशियां :— Deposits :—		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	502,68,18,000
(क) सरकारी (a) Government		विदेशों में रखा हुआ बकाया Balances Held Abroad	2098,53,59,000
(i) केन्द्रीय सरकार Central Government	53,51,72,000	निवेश Investments	446,35,71,000
(ii) राज्य सरकारें State Government	8,05,78,000	ऋण और ऋणम :— Loans and Advances to :—	
(ख) बैंक (b) Banks		(i) केन्द्रीय सरकार को Central Government
(i) अनुसूचित वाणिज्य बैंक Scheduled Commercial Banks	1503,72,26,000	(ii) राज्य सरकारों को State Governments	404,98,82,000
(ii) अनुसूचित राज्य सहकारी बैंक Scheduled State Co-operative Banks	30,16,25,000	ऋण और ऋणम :— Loans and Advances to :—	
(iii) गैर-अनुसूचित राज्य सहकारी बैंक Non-Scheduled State Co-operative Banks	1,87,91,000	(i) अनुसूचित वाणिज्य बैंकों को Scheduled Commercial Banks	661,70,54,000
(iv) अन्य बैंक Other Banks	1,02,21,000	(ii) राज्य सहकारी बैंकों को State Co-operative Banks	241,82,05,000
(ग) अन्य (c) Others	2230,26,16,000	(iii) दूसरों को Others	1,79,75,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ग्रामिण और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और ऋणम :— (a) Loans and Advances to :—	
		(i) राज्य सरकारों को State Governments	98,40,80,000
		(ii) राज्य सहकारी बैंकों को State Co-operative Banks	21,89,86,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को Central Land Mortgage Banks
		(iv) कृषि पुनर्वित्त और विकास निगम को Agricultural Refinance and Development Corporation	138,55,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	8,45,82,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और ग्रामिण Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
देय बिल Bills Payable	153,80,33,000	राज्य सहकारी बैंकों को ऋण और ऋणम Loans and Advances to State Co-operative Banks	104,88,99,000
अन्य देयताएं Other Liabilities	11,90,17,89,000	राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, ऋणम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और ऋणम (a) Loans and Advances to the Development Bank	525,84,01,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank
		अन्य आस्तियां Other Assets	1006,74,61,000
		रुपये Rupees	6412,60,51,000

दिनांक : 8 जून, 1977

Dated the 8th day of June, 1977.

भार० के० हजारी, उप गवर्नर
R. K. HAZARI, Dy. Governor.
[No. F. 10/2/77-B.O.I.]

क्र० 2351—भारतीय रिज़र्व बैंक अधिनियम, 1934 के अनुसरण में साढ़ जून, 1977 के दिनांक 10 को समाप्त हुए सप्ताह के लिए लेखा
S.O.2351—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 10th day of June, 1977

इशू विभाग
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	13,47,69,000		मोने का सिक्का और बुलियन :— Gold Coin and Bullion		
संचालन में नोट Notes in circulation	8368,14,65,000		(क) भारत में रखा हुआ (a) Held in India	187,80,46,000	
जारी किये गये कुल नोट Total notes issued		8381,62,34,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India		
			विदेशी प्रतिभूतियां Foreign Securities	1071,73,97,000	
			जोड़ TOTAL		1259,54,43,000
			रुपये का सिक्का Rupee Coin		11,93,29,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		7110,14,62,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		
कुल देयताएं Total Liabilities		8381,62,34,000	कुल भास्तियां Total Assets		8381,62,34,000

दिनांक : 15 जून, 1977

Dated the 15th day of June 1977.

भार० के० हजारी, डी गवर्नर
R. K. HAZARI, Dy. Governor.

10 जून, 1976 को भारतीय रिज़र्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 10th June, 1976.

देयताएं LIABILITIES	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.
मुकता पूंजी Capital Paid Up.	5,00,00,000	नोट Notes	13,47,69,000
भारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	4,65,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	400,00,00,000	छोटा सिक्का Small Coin	4.63,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	145,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund	540,00,00,000	(क) देशी (a) Internal	124,21,61,000
		(ख) विदेशी (b) External	
		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	207,45,46,000

देयताएं LIABILITIES	रुपये Rs.	आस्तिियां ASSETS	रुपये Rs.
जमा राशियां :— Deposits :—		विदेशों में रखा हुआ बकाया Balances Held Abroad	2101,90,49,000
(क) सरकारी (a) Government		निवेश Investments	722,02,70,000
(i) केन्द्रीय सरकार Central Government	53,42,58,000	ऋण और अग्रिम— Loans and Advances to :—	
(ii) राज्य सरकारें State Governments	8,29,00,000	(i) केन्द्रीय सरकार को Central Government	..
(ख) बैंक (b) Banks		(ii) राज्य सरकारों को State Governments	411,14,80,000
(i) अनुसूचित वाणिज्य बैंक Scheduled Commercial Banks	1290,57,63,000	ऋण और अग्रिम :— Loans and Advances to :—	
(ii) अनुसूचित राज्य सहकारी बैंक Scheduled State Co-operative Banks	25,91,41,000	(i) अनुसूचित वाणिज्य बैंकों को Scheduled Commercial Banks	499,81,79,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक Non-Scheduled State Co-operative Banks	1,84,74,000	(ii) राज्य सहकारी बैंकों को State Co-operative Banks	235,66,49,000
(iv) अन्य बैंक Other Banks	1,28,11,000	(iii) दूसरों को Others	3,95,00,000
		राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(i) राज्य सरकारों को State Governments	98,40,80,000
		(ii) राज्य सहकारी बैंकों को State Co-operative Banks	15,75,02,000
		(iii) केन्द्रीय भूमिबंधक बैंकों को Central Land Mortgage Banks	..
		(iv) कृषि पुनर्वित्त और विकास निगम को Agricultural Refinance & Development Corporation	140,80,00,000
		(ख) केन्द्रीय भूमिबंधक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	8,45,83,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
(ग) अन्य (c) Others	2242,51,60,000	राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	106,64,98,000
देय बिल Bills Payable	154,97,56,000	राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
अन्य देयताएं Other Liabilities	1204,79,06,000	(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	525,90,51,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	..
		अन्य आस्तियां Other Assets	1007,89,24,000
	रुपये Rupees		रुपये Rupees
	6223,61,69,000		6223,61,69,000

दिनांक : 15 जून, 1977

Dated the 15th day of June, 1977.

प्रार० के० हजारी, उप गवर्नर
R. K. HAZARI, Dy. Governor
[No. F. 10/2/77-B .O.I.]

क्रा० 2352.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में माह-जून, 1977 के दिनांक 17 को समाप्त हुए सप्ताह के लिए लेखा

S. O. 2352.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 17th day of June 1977

बैंक विभाग
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	प्राप्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	13,54,14,000		सोने का सिक्का और बुलियन :— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8353,94,43,000		(क) भारत में रखा हुआ (a) Held in India	187,80,46,000	
जारी किये गये कुल नोट Total notes issued		8367,48,57,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	—	
			विदेशी प्रतिभूतियां Foreign Securities	1071,73,97,000	
			जोड़ Total		1259,54,43,000
			रुपये का सिक्का Rupee Coin		12,79,22,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		7095,14,92,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		—
कुल देयताएं Total Liabilities		8367,48,57,000	कुल प्राप्तियां Total Assets		8367,48,57,000

दिनांक : 23 जून, 1977

Dated the 23rd day of June 1977.

एम० नरसिंहम, गवर्नर
M. Narsimham, Governor.

17 जून, 1977 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण

Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 17th June 1977.

देयताएं LIABILITIES	रुपये Rs.	प्राप्तियां ASSETS	रुपये Rs.
शुद्धता पूंजी Capital Paid up	5,00,00,000	नोट Notes	13,54,14,000
प्रारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	5,16,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	400,00,00,000	छोटा सिक्का Small Coin	5,10,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	145,00,00,000	खरीदे और भुनाये गये बिल Bills purchased and Discounted:—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund	540,00,00,000	(क) देशी (a) Internal	122,81,15,000
		(ख) विदेशी (b) External	—
		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	217,64,72,000
		विदेशों में रखा हुआ बकाया Balances Held Abroad	2135,80,17,000

देयताएं Liabilities	रुपये Rs.	आस्तियां Assets	रुपये Rs.
जमा राशियां:— Deposits :—		निवेश Investments	753,85,69,000
(क) सरकारी (a) Government		ऋण और अग्रिम :— Loans and Advances to :—	
(i) केन्द्रीय सरकार (i) Central Government	43,70,13,000	(i) केन्द्रीय सरकार को (i) Central Government	—
(ii) राज्य सरकारें (ii) State Governments	8,77,41,000	(ii) राज्य सरकारों को (ii) State Governments	428,70,40,000
(ख) बैंक (b) Banks		ऋण और अग्रिम :— Loans and Advances to :—	
(i) अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1216,74,30,000	(i) अनुसूचित वाणिज्य बैंकों को (i) Scheduled Commercial Banks	503,54,03,000
(ii) अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	38,82,28,000	(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	243,18,40,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,94,93,000	(iii) दूसरों को (iii) Others	4,55,00,000
(iv) अन्य बैंक (iv) Other Banks	1,31,94,000	राष्ट्रीय कृषि ऋण (बीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(ग) अन्य (c) Others	2247,82,47,000	(क) ऋण और अग्रिम:— (a) Loans and Advances to :—	
		(i) राज्य सरकारी को (i) State Governments	98,39,37,000
		(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	15,73,42,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	
		(iv) कृषि पुनर्पित और विकास निगम को (iv) Agricultural Refinance and Development Corporation	138,67,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	8,45,83,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricul- tural Credit (Stabilisation) Fund	
देय बिल Bills Payable	156,41,53,000	राज्य सहकारी बैंकों को ऋण और अग्रिम Banks Loans and Advances to State Co-operative Banks	106,05,30,000
अन्य देयताएं Other Liabilities	1382,27,77,000	राष्ट्रीय औद्योगिक ऋण (बीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	526,20,50,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	—
		अन्य आस्तियां Other Assets	1010,57,38,000
रुपये Rupees	6327,82,76,000	रुपये Rupees	6327,82,76,000

दिनांक : 23 जून, 1977

[No. F. 10/2/77-B. O. I]

Dated the 23rd day of June, 1977

ए. नरसिंहम, गवर्नर
M. Narsimham Governor

क्र० आ० 2353.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में माह जून, 1977 के दिनांक 24 को समाप्त हुए सप्ताह के लिए लेखा
S.O. 2353. —An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 24th day of June, 1977

बैंक विभाग

ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	16,24,06,000		सोने का सिक्का और बुलियन Gold Coin and Bullion		
संचलन में नोट Notes in circulation	82,43,08,21,000		(क) भारत में रखा हुआ (a) Held in India	187,80,46,000	
जारी किये गये कुल नोट Total notes issued		82,59,32,27,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	—	
			विदेशी प्रतिभूतियां Foreign Securities	10,71,73,97,000	
			जोड़ Total		12,59,54,43,000
			रुपये का सिक्का Rupee Coin		14,62,17,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		69,85,15,67,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		—
कुल देयताएं Total Liabilities		82,59,32,27,000	कुल आस्तियां Total Assets		82,59,32,27,000

दिनांक : 29 जून, 1977

Dated the 29th day of June, 1977

एम० नरसिंहम, गवर्नर
M. NARASIMHAN, Governor.

24 जून, 1977 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 24th June, 1977

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
शुक्लता पूंजी Capital paid up	5,00,00,000	नोट Notes	16,24,06,000
भारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	6,17,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	400,00,00,000	छोटा सिक्का Small Coin	4,34,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	145,00,00,000	खरीदे और बुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	540,00,00,000	(क) देशी (a) Internal	116,37,08,000
		(ख) विदेशी (b) External	—
		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	295,55,08,000
		विदेशों में रखा हुआ बकाया Balances Held Abroad	2179,09,34,000

देयताएं LIABILITIES	रुपये Rs.	अस्तित्व ASSETS	रुपय Rs.
जमा राशियां— Deposits:—		निवेश Investments	526,78,03,000
(क) सरकारी (a) Government		ऋण और अग्रिम :— Loans and Advances to :—	
(i) केन्द्रीय सरकार (i) Central Government	64,57,56,000	(i) केन्द्रीय सरकार को (i) Central Government	—
(ii) राज्य सरकार (ii) State Governments	6,77,30,000	(ii) राज्यों सरकारों को (ii) State Governments	447,44,73,000
(ख) बैंक (b) Banks		ऋण और अग्रिम :— Loans and Advances to :	
(i) अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1133,41,99,000	(i) अनुसूचित वाणिज्य बैंकों को (i) Scheduled Commercial Banks	562,78,45,000
(ii) अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	28,31,30,000	(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	243,32,42,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	1,89,13,000	(iii) दूसरों को (iii) Others	4,55,00,000
(iv) अन्य बैंक (iv) Other Banks	1,34,43,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
(ग) अन्य (c) Others	2252,53,48,000	(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(i) राज्यों सरकारों को (i) State Governments	98,35,65,000
		(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	15,57,02,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	—
		(iv) कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Development Corporation	138,67,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	8,45,82,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
देय बिल Bills Payable	154,26,10,000	राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	108,54,81,000
अन्य देयताएं Other Liabilities	1422,05,07,000	राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	526,20,50,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	—
		अन्य धास्निया Other Assets	1017,10,86,000
रुपये Rupees	6305,16,36,000	रुपये Rupees	6305,16,36,000

दिनांक : 29 जून, 1977

Date the 29th day of June, 1977

एम. नरसिंहम गवर्नर

M. NARASIMHAM, Governor,
[No. F. 10/2/77 B.O.I.]एच. व. मीरचंदानी, अधीन सचिव
C. W. MIRCHANDANI, Under Secy.

वाणिज्य मंत्रालय

मुख्य निर्यातक, आयात-निर्यात का कार्यालय

प्रादेश

नई दिल्ली, 7 जुलाई, 1977

क्र० आ० 2354—संश्लेषी सिन्थेटिक एण्ड केमिकल्स लि०, बम्बई को आई० सी० आई० सी० आई० क्रूण के अधीन पूंजीगत माल का आयात करने के लिये 10,22,609 रुपये (दस लाख बाइस हजार छ मी नौ रुपये मात्र) का एक आयात लाइसेंस सं० पी०/सी० जी०/1418372, दिनांक 19-4-76 प्रदान किया गया था। पार्टी ने उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुमिति प्रति जारी करने के लिये इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति अस्थायित्व हो गई है। आगे यह भी बताया गया है कि लाइसेंस की सीमा शुल्क प्रयोजन प्रति किसी भी सीमा शुल्क प्राधिकारी के पास पंजीकृत नहीं की गई थी और इस प्रकार सीमा शुल्क प्रयोजन प्रति बिल्कुल भी उपयोग में नहीं आई गई है।

2. अपने तर्कों के समर्थन में लाइसेंसधारी ने नाटरी पब्लिक, मशरुफ़ राज्य के समक्ष बिधिवत शाश्वत रूप से स्टाप्ड कागज पर एक शाश्वत दाखिल किया है। तदनुसार, मैं गन्गुट्ट हूँ कि आयात लाइसेंस मर्यादा पी०/सी० जी०/1418372, दिनांक 19-4-76 की मूल सीमा शुल्क प्रयोजन प्रति पार्टी द्वारा खो गई है। यथा संशोधित आयात (नियंत्रण) अधिनियम, 1955, दिनांक 7-12-1955 की उप-कड़िका 9 (सी० सी०) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए, संश्लेषी सिन्थेटिक एवं केमिकल्स लि०, बम्बई के नाम में जारी किये गये लाइसेंस सं० पी०/सी० जी०/1418372, दिनांक 19-4-76 की मूल सीमा शुल्क प्रयोजन प्रति एतद् द्वारा रद्द की जाती है।

3. पार्टी को अलग से उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुमिति प्रति जारी की जाती है।

[सं० 2840/74/39/सी० जी०-1/1593]

जी० एम० ग्रेवाल, उप-मुख्य निर्यातक

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 7th July, 1977

S.O. 2354.—M/s. Synthetic & Chemicals Ltd., Bombay were granted an import licence No. P/CG/1418372 dated 19-4-76 for Rs. 10,22,609 (Rupees ten lakhs twentytwo thousand six hundred and nine only) for import of capital goods under ICICI loan. The firm has applied for issue of Duplicate copy of Customs purposes copy of the above mentioned licence on the ground that the original Customs Purposes copy of the licence has been misplaced. It has further been stated that the Customs purposes copy of the licence was not registered with any Customs authority and as such the value of Customs purposes copy has not been utilised at all.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Maharashtra state. I am accordingly satisfied that the original customs purposes copy of import licence No. P/CG/1418372 dated 19-4-76 has been lost by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original customs purposes copy No. P/CG/1418372 dated 19-4-76 issued to M/s. Synthetic and Chemicals Ltd., Bombay is hereby cancelled.

3. A duplicate customs purposes copy of the said licence is being issued to the party separately.

[No. 2840/74/39/CG. I/1593]

G. S. GREWAL, Dy. Chief Controller.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 4 जून, 1977

(प्रायकर)

क्र० आ० 2355:—आयकर अधिनियम, 1961 (1961) का 43) की धारा 80-घ की की उप-धारा (2) के खण्ड (1) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा निम्नलिखित संस्थाओं को विरुद्ध व्यक्तियों की देख-रेख की मर्यादों अधिसूचित करती है, अर्थात्—

1. 'शारदा' स्कूल फॉर एम० आर० डिस्ट्रिक्ट, मार्फत बी० एम० इंस्टीट्यूट ऑफ मेडल हेल्थ, आश्रम रोड, निकट नेहरू भिज, नवरंगपुरा, अहमदाबाद-9।
2. मॉडल स्कूल फॉर मेडल रिटार्डेड चिल्ड्रेन, कम्पूरवा निकेतन, लाजपत नगर, नई दिल्ली-14।
3. दि हेवन रेजिडेंशल स्कूल फॉर मेडली हेन्डिकेप्ड चिल्ड्रेन, मोदी मीनार, चार अंगला रोड, श्रीक वसोवा अवेनी रोड, बम्बई।
4. स्कूल फॉर मेडली रिटार्डेड चिल्ड्रेन, मेट एनीज कालेज, बडौर, मंगलूर-2, मैसूर स्ट्रीट।
5. जशी मंगलम स्कूल, नरेश्वर, चर्च रोड, मामने धियोमोफिकल कार्यालय, नूह साता कृष्ण, (पश्चिम) बम्बई।
6. बी० एम० एम० डा० स्टैनार कपुटेडि, शिक्षा संस्थान, विद्या-गिरी, धारवाड-4, मैसूर।
7. अपरिच्युनिटी मेकन, बाल्डविन गल्स हाई स्कूल, 90 रिश्मंड रोड, बंगलौर।
8. चिल्ड्रेन अर्थोपेडिक हास्पिटल, दि सोयाडटी फॉर दि रीहबिलि-टेशन, ऑफ क्रिप्लिड चिल्ड्रेन, हाजी अली पार्क, मामने थियरिडन स्पोर्ट्स क्लब, कर्क रोड महा-वधमी, बम्बई।
9. लॉनग क्लिनिक, समाज कल्याण केंद्र, हिमवन, पाल्दी, अहमदा-बाद।
10. आन्ध्र प्रदेश स्टेट काउन्सिल फॉर ब्राह्म डेलफेयर, रीहबिलि-टेशन सेंटर फॉर मेडली रिटार्डेड, समाजीगुडा, हैदराबाद।

[सं० एम० 13020/11/76-एम० सी०]

पी० एल० जोशी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 4th June, 1977

(INCOME TAX)

S.O. 2355.—In pursuance of clause (1) of sub-section (2) of Section 80-D of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the following Institutions as Institutions for the care of handicapped persons:—

1. Sharda School for M. R. Children, c/o B. M. Institute of Mental Health, Ashram Road, Near Nehru Bridge, Navrangpura, Ahmedabad-9.
2. Model School for Mentally Retarded Children, Kasturba Niketan, Lajpat Nagar, New Delhi-14.
3. The Haven Residential School for Mentally Handicapped Children, Mody Minar, Char Bungalow Road, Off Versova Andheri Road, Bombay.
4. School for Mentally Retarded Children, St. Agnes College, Bendore, Mangalore-2, Mysore Street.

5. Sashi Mangalyam School, Satchit, Church Road, Opp. Theosophical Colony, Juhu, Santa Cruz (West) Bombay.
6. B. S. S. Dr. Steiner's Curative, Education Institute, Vidyagiri, Dharwar-4, Mysore.
7. Opportunity Section, Baldwin Girl's High School, 90-Richmond Road, Bangalore.
8. Childrens Orthopedic Hospital, The Society for the Rehabilitation of Crippled Children, Haji Ali Park, Opp. Willingdon Sports Club, Clerk Road, Mahalaxmi, Bombay.
9. Learning Clinic, Smaj Kalyan Kendra, Himavan, Paldr, Ahmedabad.
10. Andhra Pradesh State Council for Child Welfare, Rehabilitation Centre, for Mentally Retarded, Samajigunda, Hyderabad.

[No. S-13020/76/-MC]

P. L. JOSHI, Under Secy.

नई दिल्ली, 4 जुलाई, 1977

क्र० प्र० 2356.—भारतीय नियम परिषद् अधिनियम 1956 (1956 का 102) की धारा 13 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार भारतीय चिकित्सा परिषद् में विचार विमर्श करने के बाद उक्त अधिनियम की तीसरी अनुसूची के भाग-II में एतद्द्वारा आगे निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिनियम की तीसरी अनुसूची के भाग-2 के अंत में निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात्—

“एम० डी० (पहलवी विश्वविद्यालय, शिराज, ईरान)।

एम० डी० (सयेदनाहरण) (पहलवी विश्वविद्यालय, शिराज, ईरान)।
मेडिसिन एवं सर्जरी में डिप्लोमा (सरबैकी हाई इंस्टीट्यूट ऑफ मेडिसिन का चिकित्सा संकाय का सोफिया, बुल्गारिया)।

एम० बी० बी० एम० (चटगांव विश्वविद्यालय, बंगलादेश)।

एम० ए० एन० जेड० सी० पी० (सेम्बरगिण एजामिनेशन ऑफ फालेज ऑफ गायकेटरिस्ट्स ऑफ आस्ट्रेलिया एंड न्यूजीलैंड)।

एम० डी० (कोलोम्बो विश्वविद्यालय, कोलिन, पश्चिम जर्मनी)।

एम० डी० (चार्ल्स विश्वविद्यालय, परेग, कैट्रिन्हा, जैबोस्लावाकिया)।

एम० डी० (बोलाबना विश्वविद्यालय, इटली)।”

[स० प्र० 11015/9/77-एम० पी० डी०]

एम० श्रीनिवासन, डा सचिव

New Delhi, the 4th July. 1977

S.O. 2356.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in part II of the Third Schedule to the said Act, namely :—

In part II of the Third Schedule to the said Act, the following entries shall be inserted at the end, namely:—

“M.D. (Pahlavi University, Shiraz, Iran).

M.D. (Anaesthesia) (Pahlavi University, Shiraz, Iran).

Diploma in Medicine and Surgery (Faculty of Medicine of the Cervenko High Institute of Medicine, Sofia, Bulgaria).

M.B.B.S., (Chittagong University, Bangladesh).

M.A.N.Z.C.P. (Membership Examination of the College of Psychiatrists of Australia and New Zealand).

M.D. (University of Cologne, Kolin, West Germany).

M.D. (Charles University, Prague, Katerinsha, Czechoslovakia).

M.D. (University of Bologna, Italy).”

[No. V. 11015/9 77-MPT]

S. SRINIVASAN, Dy. Secy.

नई दिल्ली, फरवरी, 1977

क्र० प्र० 2357.—संविधान के अनुच्छेद 309 के परन्तुक द्वारा तथा भारतीय लेखापरीक्षा और लेखा विभाग में काम करने वाले व्यक्तियों के संबंध में संविधान के अनुच्छेद 148 के खण्ड (5) द्वारा भी प्रदत्त शक्तियों का प्रयोग करने हुए राष्ट्रपति, भारत के नियंत्रक और महालेखा परीक्षक से परामर्श करने के बाद, संविधान के अनुच्छेद 313 और 372 के और अडप्टेशन आफ आर्डर, 1950 के पैरा 19 के अधीन निम्नलिखित यथाप्रवृत्त केन्द्रीय सेवाएं (चिकित्सा परिचर्या) नियमावली, 1944 में आगे और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) इन नियमों का नाम केन्द्रीय सेवाएं (चिकित्सा परिचर्या) प्रथम संशोधन नियमावली, 1977 होगा।

(2) ये गणकारी राजपत्र में प्रकाशित होने की तारीख को लागू होंगे।

2 केन्द्रीय सेवाएं (चिकित्सा परिचर्या) नियमावली, 1944 में :—

(i) अनुसूची 2 में नियम 2 के खण्ड (ज) के उपखण्ड (iii) की मद (2) के नीचे कीमती दवाइयों, टोनिकों, मधु-विरचको अथवा परिष्कृत तथा स्वास्थि के अन्य औषध योगों वाली निम्नलिखित पूरक सूची जोड़ी जाएगी, अर्थात् :—

(कृपया इसके लिए इस अधिसूचना का अंग्रेजी उपान्तर देखें।)

(ii) अनुसूची 2 में, नियम 2 के खण्ड (ज) के उपखण्ड (iii) की मद (2) के नीचे निम्नलिखित औषधियों के नाम निकाल दिए जाएंगे, अर्थात् :—

(कृपया इसके लिए अंग्रेजी उपान्तर देखें।)

[संख्या एम० 14011/6/76 एम० सी०]

बी० रामचन्द्रन, अधीक्षक सचिव

New Delhi, the 21st February, 1977

S.O. 2357.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and, in relation to persons serving in the Indian Audit and Accounts Department, also by clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General of India, hereby makes the following rules further to amend the Central Services (Medical Attendance) Rules, 1944 as continued in force under article 313 and 372 of the Constitution and paragraph 19 of the Adaptation of Order 1950, namely :—

1. (1) These rules may be called the Central Services (Medical Attendance) First Amendment Rules, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Services (Medical Attendance) Rules, 1944—

(1) in Schedule II, below item (2) of Sub-clause (iii) of clause (h) of rule 2, the following supplementary list of expensive drugs, tonics, laxatives or other elegant and proprietary preparations shall be added, namely :—

1. Abdevit/Drops

2. Banalona/Powder

3. Basiton Forte Tab/Cap/Liquid (Squib)

4. Becap—C Tab/Cap/Liquid (Kemp)

5. Bestozyme/Tablet/Syp.
6. B. G. Plex/Liquid
7. Bonnisian Liquid
8. Calferium/Liquid
9. C. B. Tina Tab/Cap/Liquid (Cal. Chem)
10. Cibex Forte with Diastase Tab/Liquid (Lupin Laboratories)
11. Cobadex Forte Tab/Cap/Liquid (Glaxo)
12. Lipidex/Caps
13. Marvita/Liquid
14. Multidec Liquid
15. Neo-Protein (Powder/Liquid)
16. Nutrolin 'B' Tablets/Caps (Cipla Chemo Pharma)
17. Okasa/Tablets (Silver/Gold)
18. Pepsomirin Liquid
19. Protone/Liquid

20. Rejuicalcium/Liquid
21. Slimerex/Powder
22. Stress Caps Tab/Cap/Liquid (Ledrie)
23. Sucksee/Chewable Tablets
24. Surbex-T Tab/Cap/Liquid (Abbot)
25. Tonic Indon/Liquid
26. Vibnut Liquid (Unique Chemicals)

(ii) in Schedule H, below item (2) of Sub Clause (iii) of clause (h) of rule 2, the names of the following preparations shall be deleted, namely :—

- Detigon Cough Drops
Hermin/Liquid
Medithane/Ointment

[No. S. 14011/6/76-MC]

V. RAMACHANDRAN, Under Secy.

कृषि और सिचाई मंत्रालय

ग्राम विकास विभाग

नई दिल्ली, 30 जून, 1977

का० आ० 2358 :—केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिह्नन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सुपारी (श्रेणीकरण और चिह्नन) नियम, 1952 में और संशोधन करना चाहती है। जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित संशोधनों का निम्नलिखित प्राव्य उन सभी व्यक्तियों की जानकारी के लिये प्रकाशित किया जा रहा है जिनके उससे प्रभावित होने की सम्भावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्राव्य पर उस तारीख से पैतन्विक दिनों के पञ्चांग विचार किया जाएगा, जिसको उस राजपत्र की प्रतियाँ जनता को उपलब्ध कराई जाती हैं जिसमें यह अधिसूचना प्रकाशित की गई थी।

ऊपर विनिर्दिष्ट तारीख की समाप्ति से पूर्व नियमों के उक्त प्राव्य की वास्तवता जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होगा केन्द्रीय सरकार उन पर विचार करेगी।

नियमों का प्राव्य

1. इन नियमों का नाम सुपारी (श्रेणीकरण और चिह्नन) संशोधन नियम, 1977 है।
2. सुपारी (श्रेणीकरण और चिह्नन) नियम, 1952 में,—
 - (क) नियम 2 में, "अनुसूची 1", शब्द और अंक के पश्चात्, "और अनुसूची 2", शब्द और अंक जोड़े जाएंगे;
 - (ख) नियम 3 में, "अनुसूची 1 के स्तम्भ/शब्दों और अंक के पश्चात्, "और अनुसूची 2 के स्तम्भ 2 में 4," शब्द और अंक रखे जाएंगे,
 - (ग) नियम 4 में, (1), "अनुसूची 2" शब्द और अंक के स्थान पर, "अनुसूची 3" शब्द और अंक रखे जाएंगे; (2) "जो निम्नलिखित रंग का होगा", "शब्दों से प्रारम्भ होने वाला और, "जीनी क-2 नीली", शब्दों और अक्षर और अंक पर समाप्त होने वाले भाग का लोप किया जाएगा।
 - (घ) सुपारी के लिए श्रेणी अभिधान चिह्न उपदर्शित करने वाली विद्यमान अनुसूची 2 को अनुसूची 3 के रूप में पुनर्संख्यांकित किया जाएगा और इस प्रकार पुनर्संख्यांकित अनुसूची 3 में पूर्व निम्नलिखित अनुसूची अन्तःस्थापित की जाएगी, अर्थात्—

अनुसूची 11

(नियम 2 और 3 देखें)

भारत में उत्पादित कटी-उबली सुपारी की क्वालिटी का श्रेणी अभिधान और परिभाषा

श्रेणी अभिधान	विशेष लक्षण	टूटी गई सुपारी (भार के अनुमान अधिकतम प्रतिशत)	साधारण लक्षण
1	2	3	4
प्युरेटन बड़ा	18 और अधिक	0.5	(क) सभी सुपारी निम्न प्रकार की होंगी:— एक सा रंग अर्थात् चमकदार से हल्के लाल रंग की,
प्युरेटन मध्यम	18 से कम किन्तु 16 से अन्यून	0.5	(ख) कटाव संक्रमण और दृश्यमान फर्कशी से मुक्त, (ग) अच्छी तरह सूखी और कटी सुपारी का अग्र भाग गुण्डाकार होना।

1	2	3	4
प्यूरेंटन छोटा	16 से कम किन्तु 15 से अल्प	0.5	
राजालू बड़ा	18 और अधिक	0.5	(क) एक या रंग अर्थात् चमकदार से हल्के रंग की,
राजालू मध्यम	18 से कम किन्तु 16 से अल्प	0.5	(ख) कीटाणु संक्रमण और दृश्यमान फफूँदी से मुक्त, (ग) अच्छी तरह सूखी हुई तथा मिरे पर दबाव के हाथ कटी गुपारी का (पञ्च) भाग दल होगा।
राजालू छोटा	16 से कम किन्तु 15 से अल्प	0.5	हाथ कटी गुपारी
(+) कादीहामा संयुक्त	15 से कम	0.5	(क) एक या रंग अर्थात् चमकदार से हल्के लाल रंग की, (ख) कीटाणु संक्रमण और दृश्यमान फफूँदी से मुक्त, (ग) अच्छी तरह सूखी हुई तथा कटी गुपारी के अग्र और पञ्च दोनों भाग सम्मिलित होंगे।
*विटी बड़ा	18 से कम	0.5	(क) समान रंग अर्थात् चमकदार से हल्के लाल रंग की,
विटी माध्यम	18 से कम किन्तु 16 से अधिक	0.5	(ख) कीटाणु संक्रमण और दृश्यमान फफूँदी से मुक्त,
विटी छोटा	16 से कम किन्तु 15 से अधिक	0.5	(ग) अच्छी तरह सूखी हुई तथा कटी गुपारी से अग्र और पञ्च दोनों भाग सम्मिलित होंगे।
नूली विशेष	यह किस्म अनियमित आकार और प्रकार की होगी।		(क) किसी एक समान आकार या प्रकार की नहीं होगी, (ख) रंग में हल्के से गहरा लाल, (ग) बनावट और मसुर में पतली, (घ) अच्छी तरह सूखी हुई। (ङ) कीटाणु संक्रमण से मुक्त होगी।

टिप्पणी : श्रेणीकरण में आकस्मिक त्रुटियों को अनुज्ञात करने के लिये बाद के नीची या ऊँची श्रेणी की गुपारी का 5 प्रतिशत अनुमत होगा।

(-) "कादीहामा" (सेयुरेमन और राजालू के टुकड़े आते हैं जो कि आकार में 15 मि० मी० से कम हों।

(*) सिनीकार्ड 1 प्रतिशत तक और गौरावाल 5 प्रतिशत तक अनुमत होगा।"

[सं० फा० 13-1/76-ए० एम०]

ए० के० अग्रवाल, उप सचिव

MINISTRY OF AGRICULTURE & IRRIGATION

(Department of Rural Development)

New Delhi, the 30th June, 1977

S.O. 2358. —The following draft of certain rules further to amend the Arecanut (Grading and Marking) Rules, 1952, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is hereby published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after 45 days from the date on which the copies of the Gazette of India in which this notification is published are made available to the public.

Any objections or suggestions received from any person with respect to the said draft before the expiry of the period so specified, will be considered by the Central Government.

Draft Rules

1. These rules may be called the Arecanut (Grading and Marking) Amendment Rules, 1977.

2. In the Arecanut (Grading and Marking) Rules, 1952,—

- (a) in rule 2, the words and figures 'and in Schedule II', shall be added at the end;
- (b) in rule 3, the words and figures 'and in columns 2 to 4 of Schedule II', shall be added at the end;
- (c) in rule 4,—(i) for the word and figures 'Schedule II', the word and figures 'Schedule III' shall be substituted; (ii) the portion beginning with the words "and shall be of the following colour"; and ending with the words, letter and figures "Jeeni All Blue" shall be omitted;
- (d) the existing Schedule II indicating grade designation mark for arecanuts shall be re-numbered as Schedule III, and before Schedule III, as so re-numbered, the following Schedule shall be inserted, namely :—

"SCHEDULE II"

(See rules 2 and 3)

Grade designation and definition of quality of cut-boiled arecanuts or betel nuts produced in India

Grade designation	Special characteristics (size Diameter in mm.)	Broken nuts (maximum % by weight)	General characteristics
1	2	3	4
Pureton Big.	18 and above	0.5	All the nuts shall be— (a) of uniform colour i.e. bright shining to dull red colour;
Pureton Medium	Below 18 but not less than 16	0.5	(b) free from insect infestation and visible mould;
Pureton Small	Below 16 but not less than 15	0.5	(c) reasonably dry and be the tapering and (anterior) of the Cut-nut;
Rajalu Big.	18 and above	0.5	(a) of uniform colour i.e. bright shining to dull red colour;
Rajalu Medium	Below 18 but not less than 16	0.5	(b) free from insect infestation and visible mould;
Rajalu Small	Below 16 but not less than 15	0.5	(c) reasonably dry and be the stalk and (posterior) of the cut-nut with a depression at the top;
(+) Kadihasa composite	Below 15	0.5	(a) of uniform colour i.e. bright shining to dull red colour; (b) free from insect infestation and visible mould; (c) reasonably dry and shall include both anterior and posterior portion of the cut-nut;
*Bette Big	18 and above	0.5	(a) of uniform colour i.e. bright shining to dull red colour;
Bette Medium	Below 18 but not less than 16	0.5	(b) free from insect infestation and visible mould;
Bette Small	Below 16 but not less than 15	0.5	(c) reasonably dry and shall include both anterior and posterior portion of the cut-nut;
Nuli Special	This variety has irregular/ shape and size.		(a) of no uniform shape or size; (b) of light to dark red in colour; (c) of thin in structure and brittle; (d) reasonably dry; and (e) free from insect infestation.

Note:—To allow for accidental errors in grading, 5% of the nuts of the next lower or higher grade shall be permitted.

(-) 'Kadihasa' includes pieces of pureton and Rajalu which are below 15 mm in size.

(*) Upto 1% of the Minjkai and upto 5% of Gorabalu shall be permitted."

[No. F.13-1/76-AM]

A.K. AGARWAL, Dy. Secy.

विदेश मंत्रालय

नई दिल्ली, 25 जून, 1977

क्र० आ० 2359.—राजनयिक एवं कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वाँ) की धारा 2 के खण्ड (क) के अनुपालन में केन्द्र सरकार एतद्वारा बलित स्थित भारत के प्रधान कोमलावाम में सहायक, श्री धर्मरत्नाथ को तत्काल में कौंसली अधिकारी का कार्य करने के लिये प्राधिकृत करती है।

[फाइल सं० टी० 4330/1/77]

एम० एत० गोयल, अवर सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 25th June, 1977

S.O. 2359.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri Amar Nath, Assistant in the Consulate General of India, Berlin to perform the duties of a Consular Agent with immediate effect.

[F. No. T. 4330/1/77]

S. N. GOEL, Under Secy.

ऊर्जा मंत्रालय

(कोयला विभाग)

प्रादेश

नई दिल्ली, 1 जुलाई, 1977

क्र० आ० 2360.—कोयला खान (संरक्षण और विकास) अधिनियम, 1974 (1974 का 28) की धारा 13 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार इस बात से सन्तुष्ट हो जाने पर कि कोल इंडिया लि० एक सरकारी कम्पनी केन्द्र सरकार द्वारा लगाई गई शर्तों का पालन करने की इच्छुक है, एतद्वारा निवेश देती है कि अनुसूची 'क' व 'ख' में उल्लिखित कोयला बोर्ड की सम्पत्तियों के सम्बन्ध में उसका अधिकार, नाम तथा हित, केन्द्र सरकार में निहित रहने के बजाय, 1 अप्रैल, 1975 से कोल इंडिया लि० में निहित होंगे।

अनुबन्ध 'क'

पहलो अप्रैल 1975 से कोल इंडिया लिमिटेड में निहित कोल बोर्ड की सम्पत्तियों की सूची।

1. 13, आर० एन० मुखर्जी रोड, कलकत्ता के नाम से ज्ञात, कोल बोर्ड के मुख्यालय की भूमि, हमारत तथा परिगर तथा उसके साथ उसमें स्थित समस्त अचल सम्पत्ति, फर्नीचर और कार्यालय का सामान एवं कलकत्ता में कोयला बोर्ड की अपनी तीन मोटरकारों में से एक।

2. लच्छीपुर और धामनमाल में कोल बोर्ड कार्यालयों के नाम से ज्ञात बस्ती की भूमि, कार्यालय तथा आवासीय हमारतें व परिगर जिनमें पम्प हाउस व रेस्ट हाउस शामिल हैं जहाँ कोल बोर्ड का कार्यालय और स्टाफ कार्यालय थी, तथा उसके साथ की सभी अचल सम्पत्ति, फर्नीचर, वाहन, कार्यालय और अन्य सामान शामिल हैं।

3. कोल बोर्ड की बैकुंठपुर, मध्य प्रदेश में लगभग 17.65 एकड़ भूमि।

4. रामगढ़, जिला हजारीबाग, बिहार में लगभग 9 एकड़ भूमि।

5. रानीगंज कोयला क्षेत्र में जम्बद-कजोरा रज्जुपथ के नाम से ज्ञात प्रतिष्ठान तथा लच्छीपुर में लम्बम्बन्धी केन्द्रीय कार्यालय, इसमें सभी भूमिया, हमारतें, सड़कें, संयंत्र, उपकरण, फर्नीचर, वाहन, स्टोर तथा उक्त रज्जुपथ परियोजना से संबंधित फालतू सामान शामिल हैं।

6. कोल बोर्ड के कानपुर व नागपुर स्थित कार्यालयों के फर्नीचर तथा कार्यालय और अन्य उपकरण।

अनुबन्ध 'ख'

पहलो अप्रैल 1975 से कोल इंडिया लि० में निहित कोल बोर्ड की सम्पत्तियों की सूची।

1. हीरापुर तथा धनबाद के निकट मगायहेभा में कोल बोर्ड कार्यालयों के नाम से ज्ञात बस्ती की भूमि, कार्यालय तथा आवासीय हमारतें और परिगर जहाँ पर कोल बोर्ड का कार्यालय, व स्टाफ क्वार्टर थे, इनमें सभी स्थाई सम्पत्तियाँ, फर्नीचर, वाहन, कार्यालय तथा अन्य सामान जो वहाँ पर थे, शामिल हैं।

2. झरिया कोयला क्षेत्र में एरिया, 'डी' रज्जुपथ तथा एरिया 'एक' रज्जुपथ इसमें सभी भूमि, हमारतें, सड़कें, संयंत्र, उपकरण, फर्नीचर, वाहन, स्टोर तथा रज्जुपथ परियोजना से संबंधित फालतू सामान शामिल हैं।

[क्र० सं० 55019/24/75-सी० पी० सी०]

एम० के० बीस, सयुक्त सचिव

MINISTRY OF ENERGY

(Department of Coal)

ORDER

New Delhi, the 1st July, 1977

S.O. 2360.—In exercise of the powers conferred by section 13 of the Coal Mines (Conservation and Development) Act, 1974 (28 of 1974), the Central Government, being satisfied that the Coal India Limited a Government Company, is willing to comply with the terms and conditions imposed by the Central Government, hereby directs that the right, title and interest of the Coal Board in relation to its properties specified in Schedule A and Schedule B shall, instead of continuing to vest in the Central Government, vest with effect from 1st day of April, 1975 in the Coal India Limited.

SCHEDULE A

List of Properties of the Coal Board vesting in the Coal India Limited

1. The land, building and premises known as 13. R.N. Mukherjee Road, Calcutta, where the Coal Board's Head Office was located together with all the fixtures, furniture and office equipment located therein and one of the three motor cars owned by the Coal Board at Calcutta.
2. The land office and residential buildings and premises known as the Coal Board Colonies Lachipur and Asansol, including the pump house and rest house where the Coal Board's office and staff colony were located, together with all the fixtures, furniture, vehicles and office and other equipment located therein.
3. Land of approximately 17.65 acres area in Baikunthpur, Madhya Pradesh, belonging to the Coal Board.
4. Land of approximately 9 acres area in Ramgarh. District Hazaribagh, Bihar.
5. The installations known as Jambad-Kajora Ropeways in Raniganj coalfield and the appurtenant Central Workshop at Lachipur together with all lands buildings, roads, plant, equipment, furniture vehicles.

stores and spares connected with the said ropeways project.

6. The furniture and office and other equipments in the offices of the Coal Board at Kanpur and Nagpur.

SCHEDULE B

List of properties of the Coal Board vesting in coal India Limited

1. The land, office and residential buildings and premises known as Coal Board Colonies at Hirapur and Seraidhalla near Dhanbad where the Coal Board's office and staff quarters were located together with all land, buildings, roads, plant, equipment, furniture equipment located therein.
2. The installation known as Area 'D' Ropeways and Area 'F' Ropeways in Jharia coalfield together with all land, buildings, roads, plant, equipment, furniture, vehicles, stores and spares connected with the said ropeways project.

[No. 55019/24/75-CPC]

S. K. BOST, Jr. Secy.

ment hereby appoints Shri T. A. Bava Kutty as a member of the Cochin Dock Labour Board vice Shri M. K. Raghavan, and makes the following amendment in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3281, dated the 2nd December, 1974, namely :—

In the said notification, for the entries under the heading "Members representing the Dock Workers", the following entries shall be substituted, namely :—

- | | |
|---------------------------|---|
| (1) Shri G.S. Dhara Singh | } Representatives of the Cochin Port Thozhilali Union. |
| (2) Shri T.A. Bava Kutty | |
| (3) Shri A.A. Kochunny | Representative of the Cochin Thuranugha Thozhilali Union. |
| (4) Shri K.A. Rajan | Representative of the Cochin Dock Employees Association." |

[F. No. LXX-18/76-D. IV]

V. SANKARANINGAM, Under Secy

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 12 जुलाई, 1977

नौवहन एवं परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 5 जुलाई, 1977

क्रा० प्रा० 2361:—केंद्रीय सरकार, डाक कर्मकार (नियोजन का विनियमन) नियम, 1962 के नियम 4 के उपनियम (1) के द्वितीय परन्तुक के साथ पठित डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 56 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री टी० ए० बाबा कुट्टी की, श्री एम० के० राजन के स्थान पर, कोचीन डाक श्रम बोर्ड के सदस्य के रूप में नियुक्त करती है और भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिमूर्चना सं० का प्रा० 3281, तारीख 2 दिसम्बर, 1974 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिमूर्चना में, "डाक कर्मकारों का प्रतिनिधित्व करने वाले सदस्य" शीर्षक के अन्तर्गत आठ हई प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

- | | |
|-----------------------------|---|
| "(1) श्री टी० एम० धारासिंह | } कोचीन पत्तन थोजिलाली यूनियन के प्रतिनिधि। |
| (2) श्री टी० ए० बाबा कुट्टी | |
| (3) श्री ए० ए० कोचुप्पी | कोचीन थुरमधा थोजिलाली यूनियन का प्रतिनिधि। |
| (4) श्री के० ए० राजन | कोचीन डाक कर्मचारी असोसिएशन का प्रतिनिधि।" |

[फा० सं० एल० डी० एक्स-18/76-डी० IV]

वी० शंकरांगम, अवर सचिव

MINISTRY OF SHIPPING AND TRANSPORT (Transport Wing)

New Delhi, the 5th July, 1977

S.O. 2361.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948) read with the second proviso to sub-rule (1) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Govern-

53 GI/77-3

क्रा० प्रा० 2362:—भारतीय रेल अधिनियम, 1890 (1890 का 9) की धारा 56 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, अपना यह समाधान हाँ जाने पर कि किसी रेलवे स्टेशन तक केवल माल को ले जाने के लिये प्राणयित रेल गाड़ियों द्वारा बुक किये गये माल वा, ऐसे स्टेशन में अतिरिक्त हटाया जाना आवश्यक है और उस उपधारा के परन्तुक में विनिर्दिष्ट बातों को ध्यान में रखते हुए निम्नलिखित रेल स्टेशनों को 1-8-77 में 6 महीने की अवधि के लिये "अधिमूर्चित स्टेशन" घोषित करती है, अर्थात्:—

1. मुम्बई (बाई बन्दर)
2. नागपुर
3. हावड़ा गुडम
4. चितपुर
5. काशीपुर रोड
6. इलाहाबाद
7. कानपुर मेट्रो गेट गेट (बाई गेट)
8. नई दिल्ली
9. मद्रास माल्ट कोटाम
10. एर्णाकुलम गुडम
11. बंगलौर सिटी जवण
12. रायपुरम
13. कामीकट
14. मिकन्दराबाद
15. हैदराबाद
16. विजयवाडा
17. कोल्लापूर (गुड मार्केट)
18. मननगर
19. मोला अलर
20. काशीगुडा
21. औरंगाबाद
22. शासीमार

23. राणी
24. टाटानगर
25. न्यू गुवाहाटी
26. न्यू जलपाईगुड़ी
27. कार्किया
28. बड़ौदा अध्वन
29. अमरवा जंक्शन
30. मुम्बई (कानिक ब्रिज)

[सं. टी. सी. 1/1680/75/2]

बी० मोहन्ती, सचिव, रेलवे बोर्ड और सदन संयुक्त सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 12th July, 1977

S.O. 2362.—In exercise of the powers conferred by sub-section (2) of section 56(B) of the Indian Railways Act 1890 (9 of 1890), the Central Government, being satisfied that it is necessary that the goods booked by trains intended solely for the carriage of goods to any railway station should be removed without delay from such railway station and having regard to the factors specified in that sub-section, hereby declares the following railway stations as 'notified stations' for a further period of six months with effect from the 1st August, 1977, namely :—

1. Bombay (Wadi Bunder)
2. Nagpur
3. Howrah Goods
4. Chitpur
5. Cosipur Road
6. Allahabad
7. Kanpur Central Goods Shed (Broad Gauge)
8. New Delhi
9. Madras Salt Cotaurs
10. Ernakulam Goods
11. Bangalore City Junction
12. Royapuram
13. Calicut
14. Secunderabad
15. Hyderabad
16. Vijayawada
17. Kolhapur (Gur Market)
18. Sanat Nagar
19. Maula Ali
20. Kacheguda
21. Aurangabad
22. Shalimar
23. Ranchi
24. Tatanagar
25. New Gauhati
26. New Jalpaiguri
27. Kankaria
28. Baroda Junction
29. Asarva Junction
30. Bombay (Carnac Bridge)

[No. TC I/1680/75/2]

B. MOHANTY, Secy. Railway Board and ex-officio Jt. Secy.

संचार मंत्रालय**डाक-सार बोर्ड**

नई दिल्ली, 11 जुलाई, 1977

क्र० आ० 2363.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-सार महानिदेशक ने तारमाल टेलेफोन केन्द्र में दिनांक 1-8-77 से प्रस्तापित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-10/77-पी एच बी]

पी०सी० गुप्ता, सहायक महानिदेशक,
(पी०एच०बी०)**MINISTRY OF COMMUNICATIONS**

(P & T Board)

New Delhi, the 11th July, 1977

S.O. 2363.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1-8-1977 as the date on which the Measured Rate System will be introduced in Narnaul Telephone Exchange, N. W. Circle.

[No. 5-10/77-PHB]

P. C. GUPTA, Assistant Director General (PHB)

पूति और पुनर्वास मंत्रालय

(पुनर्वास विभाग)

नई दिल्ली, 1 जुलाई, 1977

क्र० आ० 2364.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950, (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा गुजरात राज्य के जिला कलक्टों की, उनके अपने कार्यों के अलावा, उनके अपने-अपने जिलों में स्थित निष्क्रान्त सम्पत्तियों के संबंध में उक्त अधिनियम के अधीन या उसके द्वारा उप अभिरक्षक को सौंपे गए कार्यों को निष्पादित करने के लिए निष्क्रान्त सम्पत्ति के उप अभिरक्षक के रूप में नियुक्त करती है।

[संख्या 1(6)/वि०मे०/म०ब०आ०/72-एम०एम०-II]

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 1st July, 1977

S.O. 2364.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints the Collectors of Districts in the State of Gujarat as Deputy Custodians of Evacuee Property in addition to their own duties as Collectors for the purpose of discharging the duties imposed on such Deputy Custodians by or under the said Act in respect of evacuee properties in their respective Districts.

[No. 1(6)/Spl. Cell/CSC/72-SS. III]

क्र० आ० 2365.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा गुजरात राज्य के तालुकों

के मामलातदारों को, उनके मामलातदारों के अपने कार्यों के अलावा, उनके अपने-अपने तालुकों में निष्क्रान्त सम्पत्तियों के सम्बन्ध में उक्त अधिनियम के अधीन या उसके द्वारा सहायक अभिरक्षकों को सीपे गए कार्यों को निष्पादित करने के लिए निष्क्रान्त सम्पत्ति के सहायक अभिरक्षक के रूप में नियुक्त करनी है।

[संख्या 1(6)/वि०से०/मु०ब०आ०/72/एम०एम० II]

दीनानाथ अमीजा, सयुक्त निदेशक

S.O. 2365.—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Mamlatdars of Talukas in the State of Gujarat as Assistant Custodians of Evacuee Property in addition to their own duties as Mamlatdars for the purpose of discharging the duties imposed on such Assistant Custodians by or under the said Act in respect of evacuee properties in their respective Talukas.

[No. 1(6)/Sbl. Cell/CSC/72/SS II]

D. N. ASIJA, Jt. Director.

श्रम मंत्रालय

आदेश

नई दिल्ली, 7 जुलाई, 1977

क्रा० आ० 2366.—केन्द्रीय सरकार की राय है कि हमसे उपाखण्ड अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री नन्द दुलाल गंगुली की माहुलबेरा ग्रेवल माइन के प्रबन्धनत्व से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एन० मिश्र होंगे, जिनका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या नन्द दुलाल गंगुली की माहुलबेरा ग्रेवल माइन के श्रमिकों की निम्नलिखित मांगें न्यायोचित हैं? यदि नहीं, तो वे कितने अन्य अनुसूची के हकदार हैं?

- (1) ग्रेवल के खनन, बहुत और स्टैकिंग के लिए मजदूरी की दर में प्रति 12½ सी.एफ.टी. के लिए 4.00 रु० की दर से वृद्धि।
- (2) 26 जनवरी, 15 अगस्त और 2 अक्टूबर को 3 सर्वेजन राष्ट्रीय छुट्टियों की व्यवस्था।
- (3) 20 दिन के कार्य के लिए 1 दिन की दर में सर्वेजन उपाजित छुट्टी की व्यवस्था।
- (4) वर्ष 1971, 1972, 1973, 1974 और 1975 के लिए उपाजित मजदूरी के 20 प्रतिशत की दर से बोनस का भुगतान।

[संख्या एन-29011/25/76-डी० III बी०]

MINISTRY OF LABOUR

ORDER

New Delhi, the 7th July, 1977

S.O. 2366.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Mahulbera Gravel Mine of

Shri Nand Dulal Ganguly and their workmen in respect of the matter specialised in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. N. Misra shall be the Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the demands as mentioned below of the workmen of Mahulbera Gravel Quarry of Shri Nand Dulal Ganguly is justified if not, to what other reliefs they are entitled to?

1. Increase in rates of wages at the rate of Rs. 4.00 per 12-1/2 CFT for mining, carrying and stacking of gravel.
2. Provision of 3 paid National Holidays on 26th January, 15th August and 2nd October.
3. Provision of earned leave with pay at the rate of 1 per day for 20 days work.
4. Payment of bonus at the rate of 20 per cent of wages earned for the year 1971, 1972, 1973, 1974 and 1975.

[No. L-29011/25/76 D.III.B]

आदेश

नई दिल्ली, 11 जुलाई, 1977

क्रा० आ० 2367.—केन्द्रीय सरकार की राय है कि हमसे उपाखण्ड अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स कृष्णा माइन्स, निहनेलबेली, के प्रबन्धनत्व से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० एन० गिगारबेनु होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

1. "क्या मैसर्स कृष्णा माइन्स, पोस्ट ब्राम सं० 8, नं० 5, कैलामपुरम नार्थ स्ट्रीट, निहनेलबेली का (क) श्री एम० सुब्रह्मण्यम, मजदूर को 26 नवम्बर, 1976 से सेवा से पदच्युत करना; (ख) दिनांक 25-1-76 के समझौते के अनुसार नवम्बर, 1976 से शार्ट लोड के लिए अपने खान श्रमिकों की मजदूरी से कटौती करना न्यायोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुसूची के हकदार हैं?"

[सं० एन-29011/9/77-डी० III बी०]

सी० आर० निम, अवर सचिव

ORDER

New Delhi, the 11th July, 1977

S.O. 2367.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Krishna Mines.

Tirunelveli and their workmen in respect of the matters specified in the Schedule hereo annexed.

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. N. Singaravelu shall be the Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

1. "Whether the management of Messrs Krishna Mines, Post Box No. 8, No. 5, Kailasapuram, North Street, Tirunelveli are justified:—

(a) In dismissing Shri S. Subramaniam, Mazdoor from service with effect from 26-11-1976.

(b) In deducting wages from their mine workers for short load with effect from November, 1976 in terms of the settlement dated 25-1-76. If not, to what relief are affected workers entitled?"

[No. L-29011/9/77-D III B]

C. R. NIM, Under Secy.

New Delhi, the 18th July, 1977

S.O. 2368.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bhubaneswar, in the industrial dispute between the employers in relations to the management of Messrs Orissa Mining Corporation Limited, Bhubaneswar and their workmen, which was received by the Central Government on the 25th June, 1977.

BEFORE THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No. 8 (Central) of 1976

Dated Bhubaneswar, the 16th June 1977

BETWEEN

The employers in relation to the management of Messrs. Orissa Mining Corporation Limited, Bhubaneswar. —First-party.

AND

Their workmen—Second-party.

APPEARANCES :

Sri B. V. Ramandas, Administrative Officer, Orissa Mining Corporation Limited, Bhubaneswar —For the First-party.

Sri R. K. Patra, General Secretary, Orissa Mining and Transport Workers' Union—For the Second-party.

AWARD

In exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication, vide Order No. L-26011 (7)/76-D-IV(B) dated 22-11-76 :

"Whether the demand of the workmen that the pay scale of Work-Sirkars Gr. I of Messrs Orissa Mining Corporation Limited be enhanced to Rs. 255—360 with effect from 1-1-1974 is justified. If not, to what relief are the concerned workmen entitled?"

2. As per the terms of reference, the present dispute is said to exist between the management of M/s. Orissa Mining Corporation Limited, Bhubaneswar, hereinafter referred to as the first-party, and their workmen, hereinafter referred to as the second-party.

3. The demand of the second-party workmen is for revision of wages of Grade I Work-Sirkars to Rs. 255—360 with effect from 1-1-1974. It is stated by the second-party that the wage-structure of the employees of the first-party is based upon the wages or pay scales as applicable to Orissa Government employees and that in the case of various other employees the Orissa Government scales of pay have been accepted except in the case of the Grade I Work-Sirkars. This is stated to be an unfair discrimination.

4. The first-party's case is that consequent upon revisions of the pay scales of the State Government employees as per the Fourth Pay Committee recommendations, the Board of Directors of the first-party decided that the Grade I Work-Sirkars should be paid the pay scale of Rs. 240—315 since this scale of pay was one of the two scales of pay admissible to Government employees and also because the Grade I Work-Sirkars are not directly engaged in production-work.

5. Two witnesses have been examined on behalf of the second-party and two on behalf of the first-party. W.W.1 has stated that prior to 1973 the Grade I Work-Sirkars were drawing wages in the scale of Rs. 80—135 along with L. D. Clerks, Junior Typists, Laboratory Assistants, Filter Operators and Cook-cum-Bearers. In 1973 the pay scale was revised to Rs. 90—150, but the benefit was confined only to the L. D. Clerks and Junior Typists. The Pay Committee Report was implemented, by the first-party in 1974 and initially the scales of pay of the L. D. Clerks and Junior Typists were further enhanced. Subsequently from amongst those employees who were drawing wages in the scale of Rs. 80—135, the first-party revised the wages of Laboratory Assistants, Filter Operators, Tracers and Cook-cum-Bearers to the scale of Rs. 255—360, but illegally and unjustly refused to allow the same scale of pay to the Grade I Work-Sirkars. According to W.W.1, the first-party has unfairly discriminated against the Grade I Work-Sirkars. W.W. 1 has not been cross-examined. W.W.2 is himself a Grade I Work-Sirkar. He has stated that in 1974 the first-party raised the wages of the Filter Operators to Rs. 215—360 without taking into consideration the case of the Grade I Work-Sirkars. Subsequently the first-party enhanced the wages of all the employees whose work was similar to that of the Grade I Work-Sirkars to the revised scale of Rs. 255—360, but discriminated against the Grade I Work-Sirkars and did not allow the same scale of pay to them. W.W.2 has also not been cross-examined.

6. M.W.1 has stated that in the State Government two scales of pay are available to Work-Sirkars and accordingly with effect from 1-1-74 the Grade I Work-Sirkars were paid wages in the scale of Rs. 240—315 as they are not directly engaged in the production-work and the nature of their work is not arduous. In his cross-examination M.W.1 has stated that the Grade I Work-Sirkars are required to work in the field, but the Cook-cum-Bearers are not required to work in the field. The Work-Sirkar is responsible for the progress of work at the site. M.W.2 has stated that the duties of a Grade I Work-Sirkar are as follows:—

(1) To keep watch over and to supervise the work of the departmental labourers engaged at the sites of work; and (2) to supervise the work of colliers, labourers and masons in the mixing of cement, concrete, etc., at the site. In cross-examination M.W.2 has stated that the Work-Sirkars are not responsible for the progress of work.

7. As already noted, W.Ws 1 and 2 were not cross-examined by the first-party and hence their evidence remains unchallenged. M.W. 1 has stated that the Grade I Work-Sirkars are required to work in the field and the detail duties of the Grade I Work-Sirkars have been described by M.W. 2. Surprisingly while M.W.1 has stated that the Work-Sirkar is responsible for the progress of work, M.W.2 has denied this. The only ground advanced by M.W.1 for not allowing the scale of pay of Rs. 255—360 to the Grade I Work-Sirkars is that they are not directly engaged in the production-work.

If this is to be considered as a good ground for not paying the revised scale of pay to the Grade I Work-Sirkars, there seems to be no justification why the first-party has allowed the revised scale of pay to the Cook-cum-Bearers who are also not directly engaged in the production work. W.Ws 1 and 3 have stated that the revised scale of pay of Rs. 255—360 has been allowed to Laboratory Assistants, Filter Operators, Tracers and Cook-cum-Bearers, but not to the Grade I Work-Sirkars, though previously all these categories of employees were drawing wages in the same scales of pay. M.Ws 1 and 2 have failed to establish any justification for paying wages to the Cook-cum-Bearers in the scale of Rs. 255—360 and not paying the same wages to the Grade I Work-Sirkars. This amounts to unfair discrimination.

8. Accordingly, it is held that the demand of the Workmen that the pay scale of Worksirkars Gr. I of Messrs Orissa Mining Corporation Limited be enhanced to Rs. 255—360 with effect from 1-1-1974 is justified.

9. Award is passed accordingly.

B. N. MISRA, Presiding Officer,
[No. L-26011/7/76-D. IV. B/D. III. B.]

S.O. 2369.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bhubaneswar, in the industrial dispute between the employers in relations to the management of Messrs. Mining and Transporting Company, Contractors, Post Office Barbil and their workmen, which was received by the Central Government on the 25th June, 1977.

INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No. 5 (Central) of 1976

Dated, Bhubaneswar, the 20th June, 1977

BETWEEN

The employers in relation to the management of Messrs Mining and Transporting Company, Contractors, Post Office Barbil.—First-party.

AND

Their workmen.—Second-party.

APPEARANCES :

Sri R. K. Nair, Special Officer, Messrs Mining and Transporting Company—For the first-party

Sri D.C. Mohanty, President, Mines and Forest Workers' Union—For the Second-party.

AWARD

In exercise of the powers conferred by section 7-A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication vide Order No. L-26012 (1)/76-D-IV (B) dated 21-1-1976 :—

“Whether the action of the management of Messrs Mining and Transporting Company, Contractors, Post Office Barbil in transferring the following workmen on the dates shown against each and subsequently terminating their services, was justified ?

Name	Date
1. Fulchand Harijan	26-2-75
2. Indrasan Dusad	24-2-75
3. Indramony Tanti	24-2-75
4. Socha Harijan	28-2-75
5. Sakaldip Harijan	28-2-75
6. Mishri Thakur	28-2-75
7. Bhirgunath Harijan	28-2-75
8. Bhagwat Harijan	28-2-75
9. Buash Sanga	28-2-75
10. Hallu Soren	28-2-75

If not, to what relief are the concerned workmen entitled ?”

2. As per the terms of reference, the dispute is said to exist between the management of Messrs. Mining and Transporting Company, Contractors, Post Office Barbil, hereinafter referred to as the first-party, and its workmen, hereinafter referred to as the second-party.

3. In its written statement the first party has stated that the second-party workmen were transferred to the Kalta Iron Section of the Company to cope with the work there and they were directed to join at Kalta within 7 days from the date of receipt of the transfer letter. The second-party workmen however did not join at Kalta though they were provided accommodation there and offered travelling expenses. As the second-party workmen did not report for duty at Kalta and absented themselves without any information for more than 30 days, their services automatically stood terminated as per clause 21 of the certified Standing Orders of the Company. It is stated that the said transfer was bonafide and the first-party has right to transfer its workmen from one department to another and from one Mine to another as per the Standing Orders of the company. It is further stated that neither the second-party workmen nor their Union raised any demand before the first-party regarding the present dispute before moving the conciliation machinery and as such the present dispute is not an ‘industrial dispute’ within the meaning of the Industrial Disputes Act, 1947. It is also alleged that the Keonjhar Mines and Forest Workers’ Union has no right to espouse the cause of the second-party workmen. The first-party has therefore prayed that the reference should be answered in its favour.

4. The case of the second-party workmen is that they were transferred to distant places and to a different principal employer on mala fide grounds for their trade-union activities. The second-party workmen requested the first-party to allow them to work at Thakurani, but the first-party refused to receive any representation from the second-party workmen. Therefore it cannot be said that they voluntarily abandoned their services. According to the second-party workmen, the transfer and subsequent termination of their services were mala fide, illegal and unjust. The second-party workmen have prayed that they should be reinstated in service with full back wages.

5. One witness has been examined on behalf of the first-party. The second-party workmen have examined two witnesses on their behalf. Both parties rely on documentary evidence.

6. M.W. 1 is a partner of the first-party. He has stated that the second-party workmen were transferred to the Kalta Branch of the Company vide Exts. 2 to 2/9, the office copies of the transfer orders as per the Standing Orders of the Company Exts. 1 and 1/1. Ext. 3 is the ‘B’ Register of Employees maintained by the first-party in the regular course of official business under the Mines Act and Exts. 3/1 to 3/10 are the relevant entries in respect of the second-party workmen showing their transfers and subsequent termination of their services. M.W. 1 has stated that inspite of receipt of the transfer orders, the second-party workmen failed to join at Kalta. Ext. 4 is the letter dated 16-4-1975 from the Kalta Branch of the first-party reporting that the second-party workmen had not joined at Kalta even after more than 30 days had expired from the dates of their transfer. M.W. 1 has stated that the services of the second-party workmen were terminated under clause 21 of the Standing Orders (Exts. 1 and 1/1) which provides for automatic termination of service on the ground of absence without information for more than 30 days. In his cross-examination M.W. 1 has stated that no specific order of termination has been passed in respect of the second-party workmen, nor were any proceedings for misconduct drawn up against them. The first-party has not given any intimation to the second-party workmen about termination of their services. M.W. 1 does not remember if before the expiry of 30 days the second-party workmen had made any representation to the first-party against the orders of their transfer. M.W. 1 denied the suggestion that the second-party workmen had sent their representations by registered post and he refused to accept the same. M.W. 1 also denied that the second party workmen were transferred on mala fide grounds because of their trade union activities. According to M.W. 1, the benefits of the workmen at the Kalta Branch of the Company are more than that of the workman at Thakurani Branch.

7. W.W. 1 is the President of the Keonjhar Mines and Forest Workers' Union, Barbil. He has stated that the second-party workmen are members of his Union. Previous to their joining the Keonjhar Mines and Forest Workers' Union, the second-party workmen were members of the Barbil Workers' Union which was a favourite Union of the first-party. As the second-party workmen left the Barbil Workers' Union and joined the Keonjhar Mines and Forest Workers' Union, the first-party transferred all the second-party simultaneously in order to victimise them. W.W. 1 has stated that the financial benefits and other facilities enjoyed by the workmen of the company at Thakurani are better than that of the workmen at Kalta. On account of disadvantageous working conditions at Kalta, the second-party workmen sent representations vide Exts. A to A/9 by registered post to cancel the transfer orders, but the first-party refused to accept the same. Thereafter the Keonjhar Mines and Forest Workers' Union sent a letter to the first-party by registered post vide Ext. B to withdraw the transfer, but the first-party also refused to accept the same. W.W. 1 has stated that the workmen were willing to work at Thakurani and never intended to abandon their services. According to W.W. 1, the action of the first-party in transferring the second-party workmen and subsequently terminating their services, is mala fide, illegal and unjustified. In his cross-examination W.W. 1 has stated that the Union had not complained to the first-party regarding the undue pressure it had put on the second-party workmen to rejoin the Barbil Workers' Union, but the Union had written to the Labour Department about that. W.W. 1 does not agree that a good worker at Kalta can earn higher wages than a good worker at Thakurani.

W.W. 2 is one of the second-party workmen. He has stated that he was working as a piece-rated miner under the first-party at Thakurani. After putting in service for 14 years, he received a transfer order from the first-party transferring him from Thakurani to Kalta. W.W. 2 has further stated that as he and the other second-party workmen left the Barbil Workers' Union and joined the K.M.F.W. Union, they received the transfer orders. The second-party workmen had met M.W. 1 and requested him to cancel the transfer orders, but he did not agree. Thereafter the second-party workmen sent representations by registered post, but the first-party did not receive the same. According to W.W. 2, the wages of the workmen at Kalta are less as the size of the stone is smaller and it is not possible for a worker to produce as much work at Kalta as at Thakurani. According to him, the other amenities at Thakurani are much more beneficial to the workers than what is available at Kalta. W.W. 2 has stated that their transfer and subsequent removal from service were the result of victimisation by the first-party on account of their trade-union activities. In his cross-examination W.W. 2 has stated that the contents of the transfer orders had been explained to them by the Office Manager of the Company. None representing the management of the first-party had asked them to leave the K.M.F.W. Union and join the Barbil Workers' Union. The second-party workmen did not report for duty at Kalta as their transfer were illegal. W.W. 2 had never worked at Kalta and he has no personal knowledge about the mining operation at Kalta.

8. Preceding paragraphs 6 and 7 summarise the entire evidence adduced on both sides in this case.

9. The first point to be considered is whether the termination of the services of the second-party workmen was on a account of victimisation by the first-party management. W.W. 1 has stated that the second-party workmen were members of the Barbil Workers' Union which was the favourite union of the first-party and that when these workmen joined the Keonjhar Mines and Forest Workers' Union, the first-party first transferred all of them and subsequently terminated their services. W.W. 2 who is one of the second-party workmen has stated that on account of their changing over to the Keonjhar Mines and Forest Workers' Union, they were transferred and subsequently their services were terminated. In his cross-examination W.W. 2 has stated that none representing the management had asked them to leave the K.M.F.W. Union and join the Barbil Workers' Union. A reading of the evidence of W.Ws. 1 and 2 does not conclusively establish that in transferring the second-party workmen from Thakurani to Kalta the first-party was actuated by motives of victimisation. Such pleas, which can always be put forward whenever the management takes any action must have to be proved by convincing and cogent evidence and such evidence is lacking in this case. Therefore, this point is decided against the second-party workmen.

10. Admittedly all the second-party workmen were transferred from Thakurani to Kalta and on their failure to report for duty at Kalta, their services have been terminated. According to the first-party, the transfer of the second-party workmen was necessary in the interest of service and it is submitted that the transfers are legal and valid in view of clause 17 of the Standing Orders (Ext. 1). Clause 17 of the Standing Orders provides as follows :—

"17. Transfer.

All workmen are liable to be transferred from one section to another section of the mines/quarries, from one mine to another mine, from one department to another or from one job to another provided such transfer does not cause any prejudice to their wages and other conditions of service and provided that reasonable notice is given of such transfer."

At this stage it is necessary to refer to a division Bench decision of our Hon'ble High Court reported in Vol. XI. (1974) C.L.T. 932 wherein in respect of Standing Orders 7 and 14 of the Orissa State Commercial Transport Corporation Ltd. it was held that the said two Standing Orders dealing with recruitment, employment and transfer of employees must stand deleted from the certified Standing Orders since they were beyond the scope of the statute. Thus, according to the aforesaid decision, a Standing Order which deals with 'transfer of employees' is invalid as the matter of transfer is not covered by the Schedule of the Industrial Employment (Standing Orders) Act, 1946. This Tribunal is bound by the above decision. Hence in the present case I have no option but to hold that Standing Order 17 in Ext. 1 is invalid. Thus, it must follow that the transfers of the second-party workmen from Thakurani to Kalta on the basis of Standing Order 17 was also illegal. Since the transfers are held to be illegal, the subsequent termination of the services of the second-party workmen on the ground that they had failed to report for duty at Kalta must also be held to be illegal.

11. Accordingly, it is held that the action of the management of Messrs. Mining and Transporting Company, Contractors, Post Office Barbil in transferring the following workmen on the dates shown against each and subsequently terminating their services was neither legal nor justified :—

Name	Date
1. Fulchand Harijan	26-2-1975
2. Indrasan Dusad	24-2-1975
3. Indramony Tanti	—do—
4. Socha Harijan	28-2-1975
5. Sakaldip Harijan	—do—
6. Mishri Thakur	—do—
7. Bhiringnath Harijan	—do—
8. Bhagwat Harijan	—do—
9. Buash Sanga	—do—
10. Jhallu Soren	—do—

The aforesaid ten workmen are entitled to continue in service at Kalta in their respective former posts with full back wages and all other consequential reliefs including continuity of service.

12. Award is passed accordingly.

B. N. MISRA, Presiding Officer

[No. L-27011/1/76-D.IV.B/D.III.B.]

S.O. 2370.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bhubaneswar, in the industrial dispute between the employers in relations to the management of Ioda West Manganese Mine of Messrs Tata Iron and Steel Company Limited, Post Office Ioda, District Keonjhar and their workman Shri Rahman Ansary, Sepoy. P. No. 85767, which was received by the Central Government on the 28th June, 1977.

INDUSTRIAL TRIBUNAL, BHUBANESWAR
Industrial Dispute Case No. 4 (Central) of 1976

Dated Bhubaneswar, the 22nd June. 1977

BETWEEN

The employers in relation to the management of Joda West Manganese Mine of Messrs Tata Iron and Steel Company Limited, Post Office Joda, District Kenojhar.—First-party.

AND

Their workman Shri Rahman Ansary, Sepoy, P. No. 85767.—Second-party.

APPEARANCES :

Sri D. Behera, Assistant Chief Personnel and Welfare Officer—For the first-party.

Sri Rahman Ansary—Second-party.

AWARD

In exercise of the powers conferred by section 7-A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication, vide Order No. L-27012(1)/76-D.IV(B) dated 7-7-1976 :

"Whether the action of the management of Joda West Manganese Mines of Messrs Tata Iron and Steel Company Limited, Joda in dismissing Shri Rahman Ansary, Sepoy, P. No. 85767 with effect from 10-9-1975 was justified? If not, to what relief is the concerned workman entitled?"

2. As per the terms of reference, the dispute is said to exist between the management of Joda West Manganese Mines of Messrs Tata Iron and Steel Company Limited, Post Office Joda, District Keonjhar, hereinafter referred to as the first-party and its workman Shri Rahman Ansary, Sepoy, hereinafter referred to as the second-party.

3. The case of the first-party, in brief, is that the second-party was appointed as a weekly on 18-10-1959 and was subsequently promoted as a Sepoy in the Security Department with effect from 1-11-1970. During his employment the second-party was provided with company's quarters and he was occupying the same. It is alleged that the second-party unauthorisedly constructed a house near the pump-house on the land of the first-party. The site on which the second-party is alleged to have unauthorisedly constructed his house has been shown in the map filed by the first-party. As unauthorised construction of the house by the second-party was a misconduct according to the Standing Orders, the second-party was asked to demolish the unauthorised construction. The second-party however did not comply with the above direction of the first-party as a result of which proceedings were drawn up against him and he was charge-sheeted. The explanation of the second-party was not satisfactory and therefore a domestic enquiry was held. It is stated that the second-party was given full opportunity to conduct his defence during the enquiry in which he had participated. The second-party was found guilty of the charge at the domestic enquiry. The second-party was asked to demolish the unauthorised construction and not to continue to commit the misconduct. The second-party was also warned that severe disciplinary action would be taken against him if he continued to commit the misconduct. However, as the second-party did not comply with the direction of the first-party, he was dismissed from service with effect from 10-9-1975. The dismissal of the second-party is also sought to be justified on the ground of his past records. Accordingly, the first-party has prayed that its action of dismissal of the second-party with effect from 10-9-1975 should be upheld.

4. The case of the second-party, in brief, is that he had acquired a parcel of Government land over which he had built a hutment and since 1954 he has been dwelling therein with his wife and children. The second-party claims to have been in continuous possession of the house and premises. It is alleged that on 14-7-1973 at the instance of

the first-party some of its men destroyed the maize crops grown by the second-party causing him a loss of Rs. 500/-. The second-party instituted a criminal case in which the accused persons were found guilty, but were released under the Probationers of Offenders Act. In 1975 the first-party issued a notice to the second-party to demolish his house but as the house was on a land acquired by the second-party from Government, the second-party did not demolish the house. It is alleged that the first-party conducted a false enquiry and found him guilty of the charge. The domestic enquiry was held on 29-7-1975. It is alleged that the records of the case and the statements of the witnesses had not been given to the second-party at the enquiry. The second-party contends that being an illiterate person he was unable to follow the proceedings. It is alleged that the statements of the witnesses have not been correctly recorded and that the second-party had not been given an opportunity to cross-examine the witnesses for the management. Although the second-party desires to leave the site on which his house stands, his wife, who has constructed the house, insists to stay there and she has moved the Government to settle the land in the name of the second-party. It is stated that the second-party was unlawfully dismissed from service. The action of the first-party is stated to be vindictive. The second-party has prayed that his dismissal should be set aside and he should be reinstated with full back wages.

5. On a petition filed by the first-party and in agreement with both parties the question of correctness or otherwise of the domestic enquiry held against the second-party was considered by this Tribunal as a preliminary issue and by its Order No. 11 dated 3-3-1977 the Tribunal upheld the finding arrived at by the enquiry officer that the second-party was guilty of the charge.

6. Thereafter both parties were heard on the question of legality and justifiability of the dismissal order passed against the second-party workman with effect from 10-9-1975.

7. Ext. 17 contains the certified Standing Orders of the first-party. Standing Order 35(f) inter-alia provides :

"If on the conclusion of the enquiry or, as the case may be, of the criminal proceedings, the workman has been found guilty of the charge framed against him and it is considered, after giving the workman concerned a reasonable opportunity of making representation on the penalty proposed, that an order of dismissal or suspension or fine or stoppage of annual increment or reduction in rank would meet the ends of justice, the management shall pass an order accordingly...."

Thus, according to the aforesaid Standing Order, after finding the second-party guilty of the charge in this case it was incumbent on the first-party to give a reasonable opportunity to the second-party to make representation on the proposed penalty. This mandatory provision has not been complied with by the first-party. After finding the second-party guilty of the charge, the Mines Superintendent inflicted the punishment as per Ext. 11. The punishment inflicted was suspension for five days with effect from 17-8-1975 and a warning that if the second-party continued to commit the misconduct, more severe disciplinary action would be taken against him. It appears that as the second-party failed to demolish the house, the Mines Superintendent again punished him vide Ext. 13. As per Ext. 13, the second-party was suspended for a period of ten days with effect from 23-8-1975 and again warned that in case he did not demolish the house within 1-9-1975, he would render himself liable for more severe disciplinary action including dismissal. Thereafter, on the failure of the second-party to demolish the house, the Divisional Manager (Mines) inflicted the final punishment vide Ext. 14. In Ext. 14 it has been mentioned that in case the second-party failed to demolish the house and give vacant possession by 9-9-1975, he would automatically stand dismissed with effect from 10-9-1975. According to the first-party, the second-party did not demolish the house and the dismissal was given effect to from 10-9-1975. Thus, the three punishments meted out to the second-party were two suspensions and finally his dismissal. As already noted, under Standing Order 35(f) it was mandatory that before an order of dismissal or suspension was passed against the second-party, he should have been given a reasonable opportunity of making representation on the proposed penalty. It is clear from the evidence adduced in this case that no opportunity at all, much less a reasonable opportunity, was given to the second-party to

make any representation on the proposed penalties prior to the passing of the orders of suspension as per Exts. 11 and 13 and the order of dismissal, Ext. 14. M.W. 2 has tried to explain that a reasonable opportunity as contemplated under Standing Order 35(f) was given to the second-party as per the charge-sheet, Ext. 2. This statement of M.W. 2 cannot be accepted. A perusal of Ext. 2 shows that there is no indication therein regarding any punishment which was proposed to be inflicted on the second-party. Moreover, Standing Order 35(f) cannot have any application at the stage when a charge-sheet is issued to a delinquent employee. The Standing Order itself provides that a reasonable opportunity to make representation against the proposed penalty shall be given only after the delinquent employee has been found guilty at the enquiry. M.W. 2 admits that besides Ext. 2, there is no other document to indicate that any opportunity had been given to the second-party to make representation on the proposed punishment. The omission of the first-party to give a reasonable opportunity to the second-party to make representation before passing the orders of suspension and dismissal against him is in gross violation of Standing Order 35(f) and on that ground alone the punishments of suspension and dismissal passed against the second-party must be held to be illegal.

8. Further, after the penalty of suspension as per Ext. 11 was inflicted against the second-party, the domestic enquiry must be deemed to have concluded, but even after the order as per Ext. 11 was given effect to, the second-party was further suspended as per Ext. 13 and finally dismissed as per Ext. 14. Since the misconduct of the second-party is not a continuing offence as per the Standing Orders, continuous punishment meted out to the second-party cannot also be said to be warranted under the Standing Orders. For the reasons stated above, the action of the first-party in dismissing the second-party with effect from 10-9-1975 cannot be held to be justified.

9. As already noted, this Tribunal has upheld the finding of the enquiry officer that the second-party was guilty of the charge for having unauthorisedly constructed a house on the first-party's land amounting to misconduct under Standing Order 34(xx). Since the second-party is guilty of the charge, he deserves to be punished. Standing Order 25(b) lists the various kinds of punishment which can be inflicted for acts of misconduct. For infliction of the punishment of censure it is not necessary that the workman should be given a reasonable opportunity of making representation as per Standing Order 35(f). So far as the question of punishment is concerned, the first-party and the second-party have both been given opportunities to make their submissions and both parties have been heard at length in this Tribunal. In the facts and circumstances of this case, the second-party is censured for the act of misconduct committed by him.

10. Accordingly, it is held that the action of the management of Joda West Manganese Mines of Messrs Tata Iron and Steel Company Limited, Joda in dismissing Shri Rahman Ansary, Sepoy, T. No. 85767 with effect from 10-9-1975 was not justified and hence the order of dismissal is set aside. Since Sri Rahman Ansary is guilty of misconduct, he is censured. Sri Rahman Ansary shall demolish the authorised construction that he has put up on the company's land and deliver vacant possession to the management within two months from the date of publication of this award whereafter he shall be entitled to be reinstated in service with immediate effect, but he shall not be entitled to any back wages. In case Sri Rahman Ansary fails to demolish the unauthorised construction and deliver vacant possession to the management, he shall not be entitled to the relief of reinstatement.

11. Award is passed accordingly.

B. N. MISRA, Presiding Officer
[No. I-27012/1/76-D.IV.B/D.III.B.]

S.O. 2371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-Cum-Labour Court No. 2, Bombay in the matter of application filed by Smt. Kausallya Devram Bhosle, C/o. Maharashtra Khan Kamgar Union, Durga Devi Sharma Primiari School, Vikhroli Powai Road, Post : I.I.T., Bombay, 76 under Section 33A of the Industrial Disputes Act, 1947 which was received by the Central Government on 25th June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Complaint No. CGIT-2/24 of 1970

(Arising out of Reference No. CGIT-2/4 of 1970)

PARTIES :

Smt. Kausallya Devram Bhosle —Complainant

V/s

M/s. Dhanji Jethabhai & Co. —Respondent.

APPEARANCES :

For the Complainant—No appearance.

For Respondent—1. Shri G. S. Balooch, 2. Shri L. J. Kadri, Labour Advisers.

INDUSTRY : Quarry State : Maharashtra
Bombay, dated the 7th May, 1977

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 14 of 1947 by the workmen against the order passed by the Respondent Employer dismissing the applicant from their service.

The facts of the case are that the complainant worked in the quarries of the Respondent for the period of 3 years. She was dismissed from service from 12-2-1970 without notice or payment of one month's wages. She says that in order to strike terror in the minds of employees and to weaken the trade Union movement, the management dismissed her from service. The complainant prays that she may be reinstated in service after setting aside the illegal, improper and mala fide order of dismissal.

The Respondent filed counter saying that the complainant was in the employment of the Respondent but had left the services of her own accord as and from 29-11-1969 and was never employed thereafter. The Respondent says that since the complainant was not in the employment of the company on the date of reference i.e. 11-2-1970 the complaint is not maintainable. It prays that the complaint may be dismissed.

There was an industrial dispute between the Respondent herein and the 11 others carrying on the business of quarrying and their workmen regarding the question whether the lock-out declared by the said 12 employers with effect from 27-12-1969 was justified. That question was referred to this Tribunal by the Central Government by its order dated 31-1-70, which is reference No. CGIT-2/4 of 1970. Pending disposal of the reference the management dismissed the complainant herein from their service. The management and the workmen settled the dispute and prayed the Tribunal to pass Award in terms of the settlement. This Tribunal by its order dated 24-4-1976 accordingly passed an Award in terms of the settlement.

After the reference was disposed in terms of the settlement the complaint has not evinced any interest in this complaint. The matter was posted from 18-4-1977 to this date i.e. 7-5-1977 for disposal. Notice of the hearing was sent by registered post with acknowledgement due to the Union which has sponsored the case of the complainant. The Registered letter was returned with the endorsement "not claimed, returned to sender, left."

In the circumstances the complaint is dismissed for default of the complainant.

P. RAMAKRISHNA, Presiding Officer

[No. I-29014/1/77-D.III.B]

C. R. NIM, Under Secy.

प्रमाण-पत्र

क्रा० आ० 2372.—यह प्रमाणित किया जाता है कि केन्द्रीय सरकार ने खान अधिनियम, 1952 (1952 का 35) की धारा 82 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, यह विनिश्चय किया है कि मैसर्स पटेलनगर मिनेरल्स एण्ड इन्डस्ट्रीज (प्राइवेट) लिमिटेड, पटेल नगर, जिला बोरभूमि, पश्चिमी बंगाल की खड़िया चाइना क्ले माइन का धुलाई संयंत्र उक्त अधिनियम के अर्थ में एक "खान" है।

[स० ए० 29013/5/75-एम 1]

एन० ए० आगा, सचिव

CERTIFICATE

S.O. 2372.—This is to certify that, in exercise of the powers conferred by section 82 of the Mines Act, 1952 (35 of 1952), the Central Government has decided that the washing plant of Kharja China Clay Mine belonging to M/s. Patelnagar Minerals & Industries (P) Ltd., at Patelnagar, District Birbhum, West Bengal, is a "mine" within the meaning of the said Act.

[No. S. 29013/5/75-MI]
N. A. AGHA, Secy.

New Delhi, the 8th July, 1977

S.O. 2373.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workmen, which was received by the Central Government on the 5-7-77.

CENTRAL INDUSTRIAL TRIBUNAL No. 1, RAJASTHAN
JAIPUR

Case No. CIT-1/75

Ref :—Government of India, Ministry of Labour, Notification No. L-12012/82/74/LR(III) Dated the 22nd January, 1975.

In the matter of an Industrial Dispute

BETWEEN

Shri Munna Lal S/o Shri Mewa Ram

AND

State Bank of Bikaner & Jaipur, Choura Rasta, Jaipur.

PRESENT :

Shri Prem Kishan Sharma.—For the Workman.

Shri S. B. L. Agarwal.—For the Bank.

Date of Award 21-6-77

AWARD

The Government of India, by its notification cited above, has referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of State Bank of Bikaner and Jaipur in terminating the service of Shri Munna Lal, Clerk-cum-Typist from the 29th January, 1971, is justified? If not, to what relief is he entitled?"

The dispute is between the management of the State Bank of Bikaner & Jaipur and their workman Shri Munnalal, hereinafter to be referred as the workman.

The case set up by the workman in his statement of claims is that he was appointed by the State Bank of Bikaner & Jaipur, Branch Bharatpur, as a clerk on 26-12-69. Since then, he was working in that capacity with no complaint

against him. The appointment was of permanent nature. He continued to work as clerk there from 26-12-69 to 28-1-71 with paper service breaks. He worked in the Typing and Establishment Sections. His services were terminated with effect from 28-1-71. The termination of his services was bad and illegal. No prior notice was served on him by the Bank before terminating his services. The termination amounted to retrenchment and the retrenchment was illegal, because it violated the mandatory provisions of S. 26-F of the Industrial Disputes Act, 1947, hereinafter to be referred as the Act. No retrenchment compensation was given to him. The Bank also recruited some new hands after his termination. The relief claimed is that he be reinstated with effect from 29-1-71 with full back wages.

The claim of the workman was resisted by the Bank. In its written statement, the Bank admitted that the workman was appointed on 26-12-69, but denied that the appointment was of permanent nature. It was pleaded that the appointment was purely temporary for a fixed period of 30 days. Later on, the workman was re-employed from time to time by the Bank whenever the vacancy arose. All these appointments were purely temporary for fixed periods. It was further pleaded that the termination of his services was a termination simpliciter and was not covered by retrenchment. The provisions of S. 25-F of the Act were not attracted, and as such no compensation need be paid to the workman before terminating his services lastly on 28-1-71. It was submitted that the workman's services came to an end by the afflux of time, and as such he was not entitled to any relief claimed by him.

In view of the respective allegations of the parties, the following questions arise for consideration.

1. Whether the workman's appointment was permanent or temporary?
2. Whether the termination of his services is illegal and void.
3. If so, what would be the proper relief to the workman?

I intend to take up these questions ad seriatim below.

Re. 1.—Appointment—whether temporary or permanent?

The question, whether the workman's appointment was temporary or permanent need not detain me for a long time. There is over-whelming evidence to show that the appointment was purely temporary for fixed periods. The workman has submitted the appointment letters Ex. W.3 to Ex. W.18. It has been clearly written in each of them that the petitioner's appointment was purely temporary for the fixed period mentioned in them. The workman has accepted these appointment letters by seeking the employment. He is, therefore, bound by the terms of these appointment letters. He cannot be allowed to turn round and contend that his appointment was permanent, though mentioned temporary in these appointment letters.

There is a specific procedure for the permanent recruitment in the employer bank. A competitive examination is held and the successful candidates are recruited in the order of merit. This procedure cannot be defeated by the temporary appointments which are made only to meet the exigencies. Though, the workman Munnalal testified on oath that his appointment was of permanent nature, he cannot be believed on this point in view of the appointment letters Ex. W.3 to Ex. W.18.

I, therefore, hold that the workman's appointment was purely temporary. It was not permanent.

Re 2.—Whether the termination was illegal and void?

There is no dispute between the parties that the workman remained in the Bank service from 26-12-69 to 28-1-71 and he worked for 348 days during this period. He has given a chart of his working days in para 3 of the statement of claims. This has not been denied by the Bank in its written reply. The workman Shri Munnalal testified on oath that he worked for 348 days from 26-12-69 to 28-1-71. Admittedly, he was appointed on 26-12-69 and his services came to an end on 28-1-71. Of course, he remained out of employment from 22-3-70 to 10-4-70, 4-7-70 to 22-7-70 and 17-10-70 to 8-11-70, i.e. for 46 days in total. The appointment letters Ex. W.3

to Ex. W.18 also confirm this fact. The Bank examined its Personal Manager Shri D. N. Basu. In cross-examination, he admitted that the working period given by Shri Munnalal in his affidavit is correct. It, therefore, stands established that the workman, Shri Munnalal, worked from 26-12-69 to 28-1-71 with some breaks. The total period of his working days comes to 348. He has thus worked for more than 240 days during the period of 12 calendar months preceding the date of termination of his services, which was made on 28-1-71. He has thus completed one year's continuous service as contemplated by S. 25-B of the Act.

It was vehemently contended before me that this termination amounted to retrenchment and since the retrenchment was not made in accordance with the provisions of Sec. 25-F of the Act, it was illegal. There is considerable force in the contention.

I have held above that the workman worked continuously for one year as defined in S. 25-B of the Act. Sec. 25-F of the Act lays down the conditions precedent to retrenchment of the workman. The provisions of S. 25-F make it amply clear that no workman shall be retrenched until: (1) he has been given one month's notice in writing indicating the reasons for retrenchment or wages in lieu of such notice, (2) payment of compensation equivalent to 15 days average pay for every completed year and continuous service or any part thereof in excess of six months; and (3) notice to the appropriate Government in the prescribed manner.

In the instant case, the workman was not given one month's notice in writing or the wages in lieu of such notice. He was also not paid the compensation equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of six months. Any retrenchment, which contravenes the provisions of S. 25-F is illegal and cannot be given effect to. The provisions of S. 25-F were recently considered by the Hon'ble Supreme Court in AIR 1976 S.C.-1111 and AIR 1977 S.C. 31. It was laid down in these authorities that when the retrenchment is in contravention of Sec. 25-F, it is illegal. It was further held in these authorities that when the retrenchment is illegal, the relief available to the workman, who was victim of the illegal retrenchment, in his reinstatement with full back wages.

In Sundara Money's case the Hon'ble Supreme Court observed as follows:

"Termination... 'for any reason whatsoever' in Section 2(00) are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is has the employee's service been terminated. Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term.

Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced.

That to write into the order of appointment the date of termination confers no moksha from Section 25-F(b) is inferable from the proviso to Section 25F(a)."

The retrenchment of the workman Shri Munnalal is, therefore, illegal, because his retrenchment was in direct violation and contravention of the mandatory provisions of S. 25-F of the Act.

Learned representative for the Bank contended that in order to make out a case of retrenchment, there should be continuous service of one year under each contract. This period of one year's continuous service cannot be formed by clubbing together the various periods of appointment under different contracts. There is no force in the contention. Sundara Money's case, cited above, gives a complete answer to this contention.

It may be added that in order to attract the retrenchment, it is immaterial whether the employment is temporary or permanent. What is required is that the workman should have worked for complete 240 days within 12 calendar months preceding the date of retrenchment. Here, in the instant case, the workman has fulfilled this condition. He was not given any notice or wages in lieu of notice and compensation as required under S. 25-F of the Act. The retrenchment is, therefore, illegal.

It was contended on behalf of the Bank that the back wages should not be allowed to the workman. It was argued that the workman did not adduce evidence to show that the workman remained unemployed since the date his services were terminated. I find no force in this contention. In the written statement, the Bank did not raise the objection that the workman sought any employment after his services were terminated by the Bank. The workman was also not cross-examined on this point. As such, he is entitled to get full back wages from the date of termination of his services, i.e., 29-1-71.

I, therefore, pass the following award:—

- (1) The retrenchment of the workman, Shri Munnalal is illegal and void;
- (2) He will be forthwith re-instated with full back wages.

The award is submitted to the Central Government for publication.

S. S. BYAS, Presiding Officer
[No. L-12012/82/74-LR III/D.IIA]

New Delhi, the 11th July, 1977

S.O. 2374.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on the 7-7-77.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

Reference No. CGIT-25 of 1975

PARTIES :

Employers in relation to Punjab National Bank

AND

Their workmen.

APPEARANCES :

For the Employers :—(1) Shri V. V. Pai, Advocate.
(2) Shri A. Roychoudhary, Senior Personnel Officer, Punjab National Bank.

For the Workmen :—(1) Shri K. N. Mehrotra, General Secretary, Punjab National Bank Workers' Organisation & Vice-President, All India Punjab National Bank Employees' Association; (2) Shri M. V. Udeshi, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 31st May, 1977

AWARD

The Central Government in exercise of the powers conferred under section 10(1)(d) of the Industrial Disputes Act, 1947 has referred the following dispute to this tribunal for adjudication.

SCHEDULE

"Considering the service put in by Shri H. M. Shah, Go-down Keeper, Punjab National Bank, Dabholi, from the 31st July, 1967 to the management of the Punjab National Bank justified in terminating his services with effect from the afternoon of 22nd July, 1974? If not, to what relief is the said workman entitled?"

2. The Punjab National Bank Employees Association (hereinafter to be referred to as Association) which has espoused the case of Shri H. M. Shah has filed statement of claim which is of the following kind. Shri H. M. Shah was appointed as temporary Godown Keeper at Dabhoi by the Punjab National Bank, hereinafter referred to as the Bank, with effect from 31-7-1967 and he deposited cash security of Rs. 1,000. The Bank terminated his services from time to time but reappointed him in the same post again from the 31st July, 1967 to 22nd July, 1974. This was done to deprive Shri Shah of the benefits available to a permanent employee. The details of his appointments are given below :—

From	To	No. of days.	Station	Name of the Parties.
31-7-1967	24-10-67	86	Bodeli	(a) Sanghavi R. D. & Others.
5-12-67	5-11-68	337	-do-	(1) Sanghavi R.D. (2) Shah S. B. and (3) Shah R.S.
26-12-68	15-5-69	141	Samlaya	(1) Shah Chandulal Mohanlal.
4-6-69	31-7-69	58	Kalendia	(1) Shah Vithaldas Chandulal.
23-12-69	16-5-70	145	Antoli	(1) G.M. Vasaiwala Sons Ginning Factory. (2) Shah Chandulal Mohanlal. (3) Kanchanlal Chhitalal.
17-12-70	31-12-71	380	Bodeli	(1) Sanghavi R.D. (2) Kamla Cotton Co. (3) Shah R.S. (4) Shah S.B. (5) Parikh R.Q.
17-1-72	31-8-72	228	Antoli	(1) G.M. Vasaiwala Sons Ginning factory. (2) Shah Kanchanlal Chhitalal. (3) Ambica Cotton Trading Co.

From	To	No. of days	Station	Name of the Parties.
1-12-72	16-8-73	259	Waghodia	(1) Shah Chandulal Mohanlal. (2) Kanchanlal Chhitalal.
23-1-74	25-2-74	34	Kalendia	(1) Ambica Cotton Trading Co.
28-2-74	10-6-74	103	Dabhoi	(1) A.M. & Co. (2) Parikh R.O. (3) Shah S.B. and (4) G. K. Shiroliwala Ginning Factory.
15-6-74	22-7-74	38	Sadhi	(1) G. K. Shiroliwala Ginning Factory & Others.

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3. Shri H. M. Shah was entitled to the statutory retrenchment compensation and gratuity under section 25F read with section 25B of the Industrial Disputes Act and paragraphs 522(4) and 524 of the Sastry Award. According to the term of employment the Bank could not terminate Shri H. M. Shah's services without giving him 14 days' notice and the artificial break was resorted to with mala fide intention. Even if there was no work of Godown Keeper he should have been absorbed in some clerical vacancies in preference to others in terms of paragraph 20.13 of the First Bipartite Settlement dated 19-10-1966 read with Bank's own circular numbers 413 dated 15-5-1965, 55 dated 16-10-1969, 61 and 62 dated 2-12-1969. During the period from 1967 to July 1974 Shri B. N. Jaiswal, Shri K.N. Naik, Shri R. C. Aggarwal and Kumari Kalpanaben Ojha were absorbed permanently and without appearing at the tests conducted by the National Institute of Banking Management. Reference has been made to para 499 of the Sastri Award and paragraph 20.13 of the First Bipartite Settlement and paragraph VIII(d) of the Second Settlement dated the 8-11-1963 for the contention that Godown keepers could be appointed temporarily for a

period of three months and only that the services of a temporary Godown Keeper can only be utilised for one year whereafter the employer is bound to absorb him permanently. It is further contended that the work was continuous; rather it was permanent and Shri H.M. Shah cannot be treated as a temporary employee as contemplated by the aforesaid Awards and Bipartite Settlements. Work of Shri H.M. Shah was all along satisfactory and he should have been treated as a confirmed hand for a permanent Godown Keeper and given all the benefits as such. Shri H.M. Shah was a graduate and the artificial breaks resorted to by the Bank amounted to unfair labour practice. The present age of Shri H. M. Shah is about 30 years and he having served the Bank for about 8 years it is not possible for him to get any other suitable employment. On the above grounds a prayer has been made to reinstate Shri H.M. Shah with retrospective effect and grant him the following reliefs :—

- (i) to reinstate Shri H.M. Shah from 25-10-1967 and treat him as a permanent hand from the said date as well as from 22-7-1974.
- (ii) to direct the bank to pay wages for the illegal breaks and termination period as mentioned under Para 5 (a) to (j) of the statement of claim.
- (iii) to direct the bank to treat Shri H. M. Shah as a permanent hand and to confirm him in bank service after six months from his original appointment on 31-7-1967.
- (iv) to direct the Bank to allow Shri Shah all other benefits e.g., medical aid, leave, provident fund, bonus etc. to which confirmed hands are entitled under the Bank Award as modified upto date.
- (v) Any other relief which this Hon'ble Tribunal may deem proper together with costs."

4. The reply of the Punjab National Bank is that Shri H. M. Shah was appointed as a temporary Godown Keeper in charge of the godown of Messrs Sanghvi Raichand Dharamshi at Bodeli. This firm was given an advance by the Bank's Branch Office Dabhoi against pledge of stocks in the above godown of the party. Shri H.M. Shah was appointed to look after the interest of the Bank and the post was to last for the period so long as the account of the borrower was in operation. Shri Shah was initially appointed for a period of one month but due to extensions remained in that job from 31-7-1967 to 24-10-1967 that is for a period of 86 days. The appointment letter issued to him stated that—

- "(1) that your appointment is on a purely temporary basis for the account of Messrs Sanghvi Raichand Dharamshi at Bodeli and appointment, however, in the first instance will be for a period of one month only which may be extended by us in writing from time to time. Your services would be liable to be terminated at any time during the prescribed period of temporary appointment by giving you 14 days' notice and would come to an automatic end on the adjustment of the above account or when the parties refuse to pay the Bank the salary of the godown-keeper. If after joining you leave bank's service without giving 14 days' notice you will be liable to pay the Bank a week's pay including allowances in lieu of notice."

Services of Shri Shah were needed in the above party's godown upto 24-10-1967 and on 23-10-1967 Shri Shah was issued the following letter.

- "We have to inform you that the Cash Credit account of Messrs, Sanghvi Raichand Daramshi is today adjusted. Therefore, please note to report for duties here and bring with you locks, keys registers, plates etc. of bank there. Further please deliver cotton seeds of godown No. 1 as D. O. has been issued today."

Thus on adjustment of the party's account services of Shri Shah came to an automatic end on 24-10-1967 in terms of his letter of appointment.

5. The above party was again sanctioned advance against stocks of cotton goods pledged to the bank at the Bodeli godown

station with effect from 5-12-1967 and Shri Shah again applied for the temporary godown-keeper's post. He was given another temporary appointment so long as the sanction of the advance continued. Since the account continued his temporary services were extended and on 4-11-1968 he was given the following letter :—

- "We have to inform you that the account of Messrs Raichand Dharamshi has been adjusted today. Therefore we advise you to come to Dabhoi with registers, keys locks, plates etc. as your services are not required by the Bank now."

Next time on his application he was appointed as a temporary godown keeper on 26-12-1967 when another party, namely, Shah Chandulal Mohan Lal was sanctioned advance against pledge of goods. Terms and conditions of service were the same as in the previous case and after extension it came to an automatic end on 15-5-1969 with the adjustment of the party's account. The Bank has admitted details of appointments given in the statement of claim of the Association and added that the terms and conditions of appointment, extension of service on each occasion as also termination at the end of the specified period on adjustment of account in each case were identical. The Bank has denied the allegation that the breaks were artificial; rather his services came to an automatic end on each occasion as per service conditions offered to and accepted by Shri Shah. Claim of retrenchment compensation is denied. The term of para 522 (4) of the Sastry Award which speaks of 14 days' notice was already incorporated in the letter of temporary appointment, but it is to be noticed that one of the conditions of appointment was that the services would come to an automatic end on the adjustment of account of the borrowers and as such there was no need to give 14 days' notice on any of the occasions. Therefore, there has been no non-compliance with the requirements of Para 522(4) of the Sastry Award. Paragraph 524(1) of the Sastry Award says that where "temporary employees who are engaged pay for indefinite periods shall be entitled to one months pay & allowance. Where, however temporary employees are engaged for definite period which has been mentioned in their appointment letters, no compensation will be payable." and as such there was no violation of Para 524 of Sastry Award. The contention that the Bank abruptly terminated Shri Shah's services was denied. The four employees namely Shri B. N. Jaiswal, Shri K. N. Naik, Shri R. C. Aggarwal and Kumari Kalpanaben Ojha were appointed by the Bank against permanent vacancies after they had qualified themselves in accordance with the Bank's recruitment rules. In fact Shri Shah was also given an opportunity to qualify himself but he failed. So far as Kumari Kalpanaben Ojha is concerned she did not work as a temporary godown-keeper. The contention that Shri H. M. Shah should have been treated as a confirmed hand or permanent hand is denied. It is claimed that whatever the Bank did it did according to its circulars and the procedures and according to the recruitment rules. The Bank's stand is that no relief can be afforded to Shri Shah.

6. The Association filed a rejoinder to the Bank's written statement. It is contended that the vacancies were not temporary and the appointment letter for one month as temporary when the work and post continued for an indefinite period was nothing but fraud upon the terms of Bipartite Settlement and cunning device to deprive the workman of his legitimate and legal rights. The position that without notice service would come to an automatic end is stoutly denied. The contention that Shri H.M. Shah was not successful in the test has been denied and it is said to be supported by the fact that he was again in Bank's employment upto 22-7-1974.

7. There is no dispute between the parties regarding the fact that different parties used to take loan from the bank and pledge stocks in security thereof and that Shri H. M. Shah used to be appointed by the Bank to look after these godowns. The Bank's case is that these appointments were temporary and as soon as the account of the party concerned was adjusted services of Shri H.M. Shah came to an automatic end. On the other hand the contention of the Association is that although the parties were different the work was a permanent one and the Bank resorted to artificial termination to avoid giving benefits to Shri H. M. Shah. No reason, however, has been assigned why even if the work was of a permanent nature such an invidious treatment was meted out to Shri H.M. Shah.

8. In different Awards and in Bipartite Settlements guidelines have been given in the matter of absorption of Godown

Keepers. What is a temporary employee is also spell out therein. Para 499 of the Sastry Award lays down that there are two kinds of Godown Keepers: (1) those in charge of godowns maintained by banks generally in large cities for storing goods belonging to several parties to whom advances are made, (2) those who are required to look after one or more godowns belonging generally to one party to whom advances are made ordinarily for short periods against goods stored in the borrower's godowns, such as in the case of godowns of sugar mills, ginning factories, grain merchants etc. We are concerned here with the case of the 2nd category. Regarding it the Sastry Award says "In the case of persons coming under the second category whose work is of a temporary nature and whose salary and allowances are generally born by the parties who are owners of the goods in the godowns, we do not think it proper to insist upon their confirmation even after the expiry of any definite period, particularly as we understand that their emoluments and service conditions in actual practice are not generally different from those of the permanent employees. We however recommend that as far as possible such godown keepers whose work is found to be satisfactory and whose services can be utilised to look after other godowns in the same place or a place nearby or in the clerical establishment of the banks should be made permanent after the expiry of one year." In paragraph 20.17 of the First Bipartite Settlement which supersedes paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award temporary employee has been stated to mean "the workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman."

9. Paragraph 20.13 of the First Bipartite Settlement of 1966 says that "temporary godown-keepers and godown-watchmen who are required to look after one or more godowns belonging generally to one party and whose salary and allowances are generally borne by the parties who are owners of the goods in the godowns, shall, if their work has been found satisfactory and if their services can be utilized to look after other godowns in the place or other places or in the clerical establishment of the bank, on completion of one year's service, be given preference for absorption in the permanent service of the bank, subject to the bank's recruitment rules, if any." On 8th November, 1963 came the Second Bipartite Settlement whose clause IX(d) page 17, introduced some change in clause 20.13 of the First Bipartite Settlement. The only relevant change that was made therein was that in place of "establishment of the bank" some words were added, namely, "posts or any other subordinate cadre post as the case may be." That preference for absorption has to be given subject to the bank's recruitment rules, if any, remained both in the First Bipartite Settlement as also in the Second Bipartite Settlement.

10. Before proceeding further it would be expedient to refer to the first appointment letter (Exhibit E-1) that was issued to Shri H.M. Shah. It says that with reference to his application he is being informed that he has been appointed as a temporary Godown Keeper in a temporary vacancy on purely temporary basis on the term that his appointment was on a purely temporary basis with the account of Messrs Sanghvi Raichand Dharamshi at Bodeli and appointment in the first instance will be for a period of one month only which may be extended. The services were "liable to be terminated at any time during the prescribed period of temporary appointment by giving you 14 days' notice and would come to an automatic end on the adjustment of the above account or when the party refuses to pay the bank the salary of the godown keeper." He was also to deposit with the Bank Rs. 1,000. It is not necessary to refer to other terms and conditions of the appointments. The above term was extended for one month with effect from 31-8-1967 and again from 30-9-1967 to 30-10-1967. In all these appointment and extension letters he was asked to look after the stocks of only one party namely, Messrs Sanghvi Raichand Dharamshi. I have already referred to that part of the bank's case where it has been stated that since the case credit account of Messrs Sanghvi Raichand Dharamshi was adjusted on 24-10-1967 Shri H.M. Shah was asked on 23-10-1967 to hand over charge to the Bank and it came to an automatic end from 24-10-1967. There are a number of matters which show his appointment from time to time and on terms which are identical. In other

words, all these appointment letters spell out that the appointment was on purely temporary basis for a specified period and that it came to an automatic end on the adjustment of the account of the party. Of course there was also a provision for 14 days' notice. The above gives the picture of the kind of appointment that Shri H.M. Shah held. There can be no manner of doubt that it was a temporary appointment.

11. It seems that the bank itself was averse to having temporary employees for a long time and issued different circulars from time to time in this regard. These are Exhibit W-4 dated 3-8-1957 to Exhibit W-16 dated 29-3-1976. In Exhibit W-5 dated 15-9-1960 it was emphasized that such appointments be made for a period not exceeding three months and that this may be further extended to a maximum of two months only with the approval of Head Office. It ended by saying that if it be absolutely necessary to continue godown-keeper after three or five months his case should be referred to the Assistant General Manager's Office with particulars mentioned therein positively at least six weeks before the expiry of the period. The different circulars are more or less of the same tenor. In Exhibit W-11 dated 20-7-1970 it was stated that serious view will be taken since it was found that temporary employees who had completed two years with or without break were being continued in contravention of the instructions. In Exhibit W-13 dated 7-12-1971 appointments of any new temporary hand was strictly forbidden and in case of any unavoidable emergency prior approval of the Assistant General Manager was to be obtained and if that could not be obtained, appointment should not be made for more than a week. By Exhibit W-14 dated 18-7-1972 relevant paragraphs of the Second Bipartite Settlement were forwarded to all offices. It was an agreement between the Indian Banks Association and All India Bank's Employees Association.

12. Shri H.M. Shah was appointed a temporary Godown Keeper after the signing of the First Bipartite Settlement. In other words, he was to be absorbed if he fulfilled the requirements of the Bank's recruitment rules. Recruitment rules with regard to absorption of temporary godownkeepers was discussed between the Bank and the All India Punjab National Bank Employees' Federation. They agreed by a memorandum of settlement dated 13-7-1972 (Exhibit W-18) that practice of employing temporary employees in the clerical cadre will discontinue and it was laid down that all temporary employees who had put in certain number of working days by a certain date should be required to qualify in a written job test/general recruitment test, whereafter they shall be interviewed and those ultimately selected will be absorbed in permanent service of the bank. In pursuance of this a test was held by the National Institute of Banking Management at Ahmedabad and in that test Shri H.M. Shah admits that he had appeared in November, 1973. He also admits that he was told by the Manager that if he did not appear at the test he will not be kept in service. Evidence of Shri H.M. Shah is that he knew about the circular Exhibit E-8 dated 2-7-1973 because it was given to him. This circular which was issued to all offices says that "Candidates who qualify in the written test will be interviewed and candidates found successful as a result of test/interview will be absorbed in order of merit at points of need against sanctioned vacancies." "The Bank's case is that Shri H.M. Shah appeared at the written test at Ahmedabad but did not qualify and as such he was not interviewed and therefore under the rules of the Bank, which was agreed to by the All India Punjab National Bank Employees' Federation and under the Second Bipartite Settlement Shri H.M. Shah was not entitled to be absorbed. As against this case of Shri H.M. Shah is that he did not fail and that no result was communicated to him and he continued to work in the temporary capacity. Result sheet was not produced since it was not in the custody of the Bank. Instead the Bank has produced a letter dated 16-1-1975 (Exhibit E-14 collection) which clearly shows that Shri H.M. Shah was not one out of the successful candidates. This letter and other documents were produced by the Bank at the instance of the Association and marked as such. There can be no manner of doubt in view of this letter that Shri H.M. Shah did not qualify at the written examination. This conclusion is reinforced by the fact that Shri H.M. Shah knew that if he had qualified at the written examination he would be interviewed and admittedly he did not appear at the interview test. The fact that even after the written test Shri Shah was employed by the Bank cannot raise a presumption that he had not failed. Therefore, Bank's contention that Shri H.M. Shah did not qualify himself at the written test and as such was not interviewed and was not eligible for being absorbed permanently under the rules must be accepted.

13. It is the case of the Association that the breaks were only artificial and the whole thing was just a camouflage. In this connection evidence of Shri H. M. Shah, WW-2 is that he had not given charge to anybody and he was relieved on 24-10-1967 and that no 14 days' notice was given to him. He was called in the Bank on 24-10-1967 and the Manager told him to make an enquiry about the post after 10 or 12 days. He was not paid his salary on the day he used to be relieved but was given salary on the day when other members of the staff used to be paid nor was the security money deposited by him paid to him when he was relieved. It was finally returned to him in 1974 when the dispute reached the stage of conciliation proceeding. In order to substantiate its case of artificial breaks and that the post was permanent reliance is placed upon the above evidence and circumstance and the fact that on 31-12-1971 he made over charge to Mr. Jaiswal and on 22-7-1974 to permanent clerk cum godown-keeper H. A. Mehta. The letter dated 31-12-1971 asked him to hand over charge of the entire stock of Messrs. Sanghvi Raichand Dharamshi to Shri B. N. Jaiswal on that date. Evidence of Shri H. M. Shah is that when he gave charge to Mr. B. N. Jaiswal the account of the party was in debit (vide Exhibit E-14 collection).

14. From the statement of claim of the Association it appears that Shri H. M. Shah was to look after the stocks of 4 more parties namely, Kamla Cotton Company, Shah R. S., Shah S. B., and Parikh R. Q. No evidence has been laid either way as to what happened to the account of these 4 parties. Be that as it may, the fact remains that account of R. D. Sanghavi had not been adjusted when all of a sudden on 31-12-1971 the Bank asked Shri H. M. Shah to hand over charge of the entire stock to Shri B. N. Jaiswal. Here was a case which attracted the provision of notice and non-compliance of provisions of section 25F of the Industrial Disputes Act. Section 25F lays down that no workmen employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until (a) the workman has been given one month's notice in writing..... (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days' average pay for every completed year of continuous service or any part thereof in excess of six months. Definition of continuous service will be found in section 25B of the Act. It has been held by the Supreme Court in the case between Sur Enamel and Stamping Works, Ltd., and their workmen (1963 II, LLJ 367) that "Before a workman can be considered to have completed one year of continuous service in an industry within the meaning of section 25B of the Industrial Disputes Act, it must be shown first that he was employed for a period not less than twelve calendar months and next that during these twelve calendar months he had worked for not less than 240 days." Clearly employment for 380 days from 17-12-1970 to 31-12-1971 satisfies these requirements. Thus it is a clear case where retrenchment compensation as provided in section 25F has not been paid. That being so, as would follow from the case between the Hindustan Steel Limited and State of Orissa and Others (1976 33, F.I.R. 257) order of reinstatement will be in accordance with law. The above finding is sufficient to dispose of this reference. No conclusive evidence however, has been laid to record a finding that the breaks were artificial and in the nature of camouflage and that the post of godown-keeper was a permanent one and as such the finding on these points must be adverse to the Association.

15. The fact that the order of Reference mentions whether the order of termination with effect from 22-7-1974 is justified or not is not material. If the termination with effect from the afternoon of 31-12-1972 is unjustified it follows automatically that the termination with effect from the afternoon of 22nd July, 1974 is also unjustified. It has already been held above that order of termination with effect from the afternoon of 31-12-1972 is unjustified.

16. Shri H. M. Shah has deposed that these days he is unemployed. His father has got a cloth business and he assists his father in his business. This assistance has no meaning since his uncles are partners with his father and they also assist him in the business. Thus there is substance in the contention that Shri H. M. Shah is in fact unemployed. He is married and has a wife and two children. His father does not pay him anything extra for his assistance in his business. It has been taken out from him that he never tried to get any other job or employment after the year 1974 as he was certain that he would get back his job with the Bank. It is true that I have held that Shri H. M. Shah failed at the

written test but the fact remains that even thereafter he had been engaged on 3 occasions in the year 1974 by the Bank and served for 34+103+38 days. Regard being had to the view that I have taken above Shri H. M. Shah is entitled to reinstatement from 31-12-1971 with back wages from that date up to the date of his reinstatement. Since Shri H. M. Shah had been working with this Bank since July 1967 and his work has been satisfactory he should be made permanent and in due course confirmed. Since he did not qualify at the written test other benefits for example, bonus, provident fund, leave, medical expenses etc. cannot be allowed.

17. In the result action of the management in terminating the services of Shri H. M. Shah with effect from the afternoon of 22-7-1974 is not justified and Shri H. M. Shah is entitled to the reliefs as indicated above. Reference is answered accordingly.

J. NARAIN, Presiding Officer

[No. L-12012/26/75-D.II.A]

R. P. NARULA, Under Secy.

New Delhi, the 4th July, 1977

S.O. 2375.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Orissa, in the industrial dispute between the employers in relation to the Paradip Port Trust, P.O. Paradip and their workmen, which was received by the Central Government on the 1st July, 1977.

BEFORE THE INDUSTRIAL TRIBUNAL,

BHUBANESWAR

Industrial Dispute case No. 10 (Central)/1975

Dated, Bhubaneswar, the 7th June, 1977

BETWEEN

The employers in relation to the Paradip Port Trust—
First party.

AND

Their workmen—Second party.

APPEARANCES :

Sri H. K. Mohanty, Legal Officer, Paradip Port Trust—
For the First-party.

Sri N. Khuntia, President, Paradip Port Workers' Union—
For the Second-party.

AWARD

In exercise of the powers conferred by section 7-A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication, vide Order No. L-38012(3)/75-D IV(A) dated 29-11-75 :

"Whether the demand of the workmen of the Paradip Port Trust that the cadre of Head Assistants/Office Superintendents should not be merged with the cadre of Divisional Accountants is justified? If so, to what relief are they entitled?"

2. As per the terms of reference, the present dispute is said to exist between the employers in relation to the Paradip Port Trust, hereinafter referred to as the first-party, and their workmen, hereinafter referred to as the second-party.

3. In its written-statement the first-party has stated that the posts of Divisional Accountants were originally being filled up in the Paradip Port Trust on deputation from the office of the Accountant General, Orissa. This practice continued during the period when the Port was taken over from the State Government by the Central Government and even after the formation of the Port Trust. The Port Trust adopted the commercial system of accounting with effect from 1-4-71. After repatriation of some of the Accountants from the Accountant General's office, their place in the Financial Adviser's Office and Divisional Offices in the Port Trust were

filled up from the combined clerical cadre. These employees were also liable to transfer to other posts as Head Assistants and Office Superintendents and vice-versa. The Major Port Trust Act, 1963 is applicable to all the Major Port Trusts of the country including the first-party. It has been ascertained from the other major Ports in India that they have no separate cadre of Divisional Accountants except in Kandla. It is stated that the post of Divisional Accountant does not involve any specialised job under the various Port authorities. The Port Trust was formed with effect from 1-11-67 and the Board had its first and last meeting of that year on 29-11-67 where the question of creating a separate cadre of Divisional Accountants was not discussed. No cadre known as Divisional Accountants had been created at any time. At its meeting held on 6-1-68 the Board resolved that as a measure of permanent arrangement the persons working in the Accounts Branch as well as in the Divisions for more than three years should be permitted to take the test held by the Deputy Accountant General, Orissa, Puri and after passing the test and undergoing training, the candidates should be appointed as Divisional Accountants. On 29-9-70 a proposal for creation of Port's own cadre of Divisional Accountants from out of its own employees came up before the Board for the first time wherein the Board approved the proposal for creation of Port's own cadre of Divisional Accountants from out of its own employees by giving them necessary training under the Accountant General, Orissa and after the employees passed the examination conducted by the Accountant General. It is explained that creation of Port's own cadre of Divisional Accountants as per the above resolution did not mean that it would be a separate cadre from other equivalent posts like Head Assistants and Office Superintendents. The use of the phrase 'Port's own cadre' was to distinguish those employees from the staff of the Accountant General's office. For about two years after the above resolution the posts continued to be manned by the staff from the Accountant General's office. On 11-10-72 the Board decided the manner of conducting the examination of persons who would be eligible to appear at the tests so that the posts of Divisional Accountants would be held by Port employees without there being any necessity of staff coming from the office of the Accountant General. It was also decided that the examination would be conducted by the Financial Adviser and that the Port would provide all facilities for training to all the employees of the Port Trust. The examination was to be open for all the employees of the Port. It is explained that the real spirit of the above decision was that the posts of Divisional Accountants would be held by such employees who would pass the prescribed training, theoretical and practical. However, the Board's decision could not be implemented and the posts continued to be held by the staff from the Accountant General's office. On 23-3-73 the Board decided that the posts of Divisional Accountants would be held entirely by the Port employees and since it had been earlier decided that the examination would be open to all Port employees so as to give them equal opportunities, 50 per cent of the vacancies would be filled up by successful candidates from the grades of Senior Clerks/Head Clerks and the remaining 50 per cent would be filled up by successful U. D. Clerks and L. D. Clerks. On 28-12-73 it was decided that from each of the two groups, two panels would be drawn up taking 14 successful candidates from each group, i.e., 14 candidates from Senior Clerks/Head Clerks in order of seniority and 14 candidates from L. D. Clerks and U. D. Clerks in order of merit on the basis of the result of preliminary examination and that both the groups consisting of 28 candidates would undergo six months of theoretical training and six months of practical training on conclusion of which the trainees would appear at a test to be conducted by the Financial Adviser. The vacancies would be filled up from amongst both the groups on a 50 : 50 basis. The above decision of the Board was not passed on the basis of any agreement with the Union. In accordance with the decision dated 28-12-73 preliminary examination was held and accounts training commenced. In various major Ports in India the nomenclature—'Divisional Accountants' is not in vogue anywhere except in Kandla, but even there, the cadre of Divisional Accountants is not separate from the cadre of other ministerial officers. The reasons why a separate cadre of Divisional Accountants is not justified have been listed by the first-party in para 8 (pages 9 and 10) of its written-statement. After full consideration of the matter, the Board decided on 25-4-75 as follows:—

- (1) That there shall be a combined cadre of Head Assistants/Accountants and the designation 'Divisional

Accountant' will be replaced by designation 'Accountant'.

- (2) Senior Clerks/Head Clerks shall undergo the same training and pass the same examination before they are considered for promotion to the rank of Head Assistant and for appointment to the posts of Accountant.
- (3) The existing Head Assistants and Accountants now continuing on ad-hoc basis shall be required to pass the tests before their promotions are made regular.
- (4) The period of accounts training both theoretical and practical which was fixed at 6 months each in the Board's decision dated 28-12-73 was reduced to 3 months each.
- (5) That the L. D. Clerks and U. D. Clerks who would be appointed as Accountants will be entitled to only 50 per cent of the vacancies of the total number of Divisions existing on the decision of the Board and if that number is not divisible by 2, the remainder will go to Senior Clerks/Head Clerks who are entitled to other 50 per cent in addition to the post of Head Assistant.
- (6) In the combined seniority list of Head Assistants/Accountants in a given year of recruitment, the L. D. Clerks and U. D. Clerks appointed as Accountants will rank below the Senior Clerks and Head Clerks who became Accountants in the same year of recruitment. As regards the inter-se seniority of each group it will be in order of merit in case of L. D. Clerks and U. D. Clerks and will be in the order of pre-existing seniority in case of Senior Clerks/Head Clerks.

Pursuant to the above decision, an office memorandum was issued giving effect to the above decision and the selected batches of candidates who had undergone training as per the decision dated 28-12-73 were asked to appear at the final examination. The final examination was held on 4th, 5th and 6th August 1975 and the successful candidates were appointed as Accountants. However, all the posts of Accountants have not been filled up on account of non-availability of sufficient number of qualified hands. It is reiterated that the post of Accountant is not a specialised job since any member of the combined cadre can discharge the duties of an Accountant. The decision of the Board taken on 25-4-75 is stated to be not materially different from the decision of the Board taken on 23-3-73. It is denied that the posts of Office Superintendents and Head Assistants are filled by promotions from Head Clerks and Senior Clerks since those posts are filled up by promotion, deputation and direct recruitment. In O.J.C. 561 of 1973 the Hon'ble High Court upheld the decision of the Board taken on 28-12-73. It is pointed out that treating the Divisional Accountants as a separate cadre is discriminatory in nature and not conducive to healthy cadre-management. The examination for all the employees is justified on the ground that the Board would impart training to the employees before holding the examination. The number of Accountants is 13 and that of the Head Assistants 17. It is denied that the decision of the Board dated 25-4-75 involves introduction of a new scheme deviating from the pattern adopted in Government of India offices. The Board is empowered to frame rules and alter, modify and amend the same by Regulation 7 of the Paradip Port Employees (Recruitment, Seniority and Promotion) Regulations, 1967. The merger is accordingly sought to be justified by the first-party.

4. In their written-statement the workmen have referred to the practice obtaining before the decision of the Board taken in March 1973. The scheme introduced in March 1973 and the decision taken on 28-12-73 have also been referred to. Since these resolutions are also noted in the written-statement of the first-party, they have not been set-out here in detail. It is stated by the workmen that while this state of affairs continued, at a meeting held on 25-4-75 the Board decided to merge the separate cadre of Head Assistants/Office Superintendents into one cadre with the Divisional Accountants. It is pointed out that accountancy is a specialised job and it does not appeal to those who do not have any aptitude for that kind of work. The posts of Office Superintendents/Head Assistants are usually filled up by promotion from Head Clerks and Senior Clerks and this practice prevails in Government of India Offices. It is pointed out that the introduction of the

new scheme is a clear deviation from the pattern adopted in the Government of India Offices.

5. One witness has been examined on behalf of the first-party and one on behalf of the second-party.

6. M.W. 1 is the Secretary of the Paradip Port Trust. He has stated that in his opinion, 'accountancy' is neither a specialised nor a technical job. He has also stated that from 1962 till 1-11-67, the date of establishment of the Paradip Port Trust, the posts of Divisional Accountants were being held by Accountants on deputation from the office of the Accountant General, Orissa. During that period the State P.W.D. system was followed which meant that there was no difference between the Accountants and other clerical staff. The same system was also followed during the period when the Port was under Central Government administration from 1965 till 1967 and subsequently from 1967 till 1971 under the direct administration of the Paradip Port Trust. From 1-4-1971 the Central system of accounting was followed by the Port Trust. After 1-4-1971 the Port decided to fill up the posts of Accountants from amongst its employees. The posts of Accountants were inter-changeable with Head Assistants and Office Superintendents. In none of the major Ports there are any separate posts of Divisional Accountants. The accounts work of the Paradip Port Trust are handled by the clerical staff. Ext. A is the resolution of the Board dated 11-10-1972. Ext. B is the resolution of the Board dated 23-3-1973. Ext. C is the resolution of the Board dated 28-12-1973. After implementation of Ext. C, training and examination were held for the Accountants. Ext. 2 is the resolution of the Board dated 25-4-1975. Before taking the decision as per Ext. 2, the Board had considered the schemes of other major Ports in India with regard to Accountants. Except in Kandla, no other Ports had separate posts of Divisional Accountants. Accordingly, the Board took the decision as per Ext. 2 to have one cadre of Head Assistants, Office Superintendents and Senior Accountants. As per the decision of the Board contained in Ext. 2, the office memorandum, Ext. 7 was issued on 28-6-1975. The recruitment rules as per Ext. 1 were amended by the decision of the Board communicated as per Ext. 7. The present scheme is in line with the Central and State Government offices and other major Ports. The amendment of the rules as per Ext. 7 is in accordance with the powers vested in the Board. In implementing the decision the Board has not been actuated by any malafide against its workmen. In cross-examination M.W. 1 has stated that the contents of Ext. A are correct and that at page 5 of Ext. A it is noted that as per the suggestions of the Finance Department, the Divisional Accountant is to work as a technical expert and should therefore have knowledge in financial rules and accounts. According to M.W. 1, there is no prescribed proforma for the recruitment rules to be published in a particular manner. Ext. 12 contains the amendment of the recruitment rules as per settlement dated 27-9-1973. The amendment as per Ext. 2 is not in the same form as in Ext. 12. The examination prescribed from the Divisional Accountants in 1973 remains the same as prescribed under Ext. 2.

7. W.W. 1 is one of the second-party workmen. He joined service under the first-party in 1963 as an U.D. Clerk. Since 1973 he is working as a Head Assistant. He has also stated that till 1974 the posts of Divisional Accountants were being held by Divisional Accountants on deputation from the office of the Accountant General. In March 1973 the first-party decided that the posts of Divisional Accountants should be filled up by its own employees instead of on deputation. The scheme of recruitment of Divisional Accountants under the first-party are contained in Ext. 1, the recruitment rules for the posts of Divisional Accountants. Ext. 1 contemplates direct recruitment through examination from amongst the Port employees. Ext. 1 does not provide for any promotion to the post of Divisional Accountants. In April 1975 the first-party decided to appoint Accountants on the basis of the Board's resolution, Ext. 2. According to W.W. 2, Ext. 2 was given effect to without amendment to the recruitment rules and without compliance with the requirements of the proviso to section 29(f) of the Major Port Trusts Act, 1963. As per the recruitment rules of the first-party, L.D. Clerks are first promoted as U.D. Clerks, next U.D. Clerks are promoted as either Senior Clerks or Head Clerks and the next promotion is to the posts of Head Assistants and Office Superintendents. Ext. 3 contains the recruitment rules relating to the aforesaid clerical staff. As per the scheme of Ext. 1, 50 per cent of the direct recruits were to be taken

from amongst L.D. Clerks and U.D. Clerks through examination and 50 per cent were to be taken from Senior Clerks and Head Clerks also through examination. The scheme as per Ext. 1 was implemented by the first-party and Accountants were appointed through examination both from amongst the L.D. Clerks and U.D. Clerks and also from amongst the Senior Clerks and Head Clerks. As per Ext. 1, it was optional for the employees to seek appointment as Accountants. Recruitment examinations for the Accountants were held by the first-party as per Ext. 1 and several L.D. Clerks and Head Assistants were simultaneously appointed after their examinations in the same posts of Divisional Accountants. In 1973 there were 28 Senior Clerks and Head Clerks. Out of them 3 opted for the posts of Divisional Accountants, but only one of them passed the recruitment examination. The remaining 27 Senior Clerks and Head Clerks continued to work as such. As per Ext. 2, the first-party decided to have combined cadre of Head Assistants, Accountants, Senior Accountants and Divisional Accountants redesignating them as Accountants. As per the above resolution, the Head Assistants and Office Superintendents who are officiating on ad-hoc basis but the basically Senior Clerks and Head Clerks have to sit for the recruitment examination and unless they pass the examination meant for the Accountants, they will not be eligible for further promotion. The scheme as per Ext. 2 has caused resentment amongst the old and senior people who have been illegally forced to submit themselves to the examination. It is now possible for a young L.D. Clerk to pass the recruitment examination and rise to the post of Head Assistant whereas those like W.W. 1 who are already in service will not be confirmed in their posts of Head Assistants unless they take the examination. Because of the illegal implementation of Ext. 2 by the first-party, the Union represented before the management and submitted a charter of demands to the first-party on 25-6-1975. Thereafter conciliation proceedings followed and their failure led to the present reference. Ext. 6 is the conciliation failure report. Ext. 7 is the office memorandum of Ministry of Labour, Government of India, which has been produced by the first-party and the difficulties of the second-party workmen have been fully realised and discussed therein. The duties of a Divisional Accountant as distinct from the duties of the Head Assistant are laid down in the C.P.W.A. Code, Ext. 8. In cross-examination W.W. 1 has stated that the Major Port Trusts Act, 1963 is applicable to all the major Ports including the Paradip Port. By office order dated 27-10-1976, Ext. 9, the first-party referred to the creation of Paradip Port's own cadre of Divisional Accountants. Ext. 10 contains the syllabus for the examination. W.W. 1 has denied that the recruitment rules have been changed by office memorandum dated 25-6-1975, Ext. 11. Introduction of the new scheme of recruitment as per Ext. 2 does contain a change in the conditions of service as per Ext. 3. Ext. 3 are the relevant rules of the Central Government before the Port Trust was established. W.W. 1 admits that the Board has power to alter the rules of recruitment of its employees from time to time.

8. Preceding paragraphs 6 and 7 summarise the oral and documentary evidence adduced in this case.

9. The certified copy of the Orissa High Court judgment in O.I.C. 561 of 1973 is on record. As stated therein, under the Major Port Trusts Act, 1963 the Paradip Port Employees (Recruitment, Seniority and Promotion) Regulations, 1967 have been framed and have been in force from 1-11-1967. After the resolution dated 11-10-1972, Ext. A, on 23-3-1973 the Board passed another resolution as per Ext. B. The next resolution of the Board relating to the Divisional Accountants was taken on 28-12-1973, vide Ext. C. In Ext. B it was inter alia provided that 50 per cent of the vacancies in the Divisional Accountant's cadre would be reserved for being filled up by promotion from the cadre of Senior Clerks/Head Clerks on the basis of their seniority (subject to fitness for promotion) after satisfactory completion of training to be imparted for the purpose. The remaining 50 per cent would be filled up by an examination which would be open to all the ministerial employees of the Port, viz., L.D. Clerks, U.D. Clerks and Senior Clerks/Head Clerks. It was also provided that there was to be a preliminary examination to select candidates for training and then a final examination. It was also provided that such number of vacancies available for being filled up by promotion, would be exempted from the preliminary examination. As per Ext. C dated 28-12-1973, it was decided that training was to be imparted to 14 candidates from amongst the Senior Clerks

and Head Clerks on the basis of their seniority-cum-C.C.R. and to the 14 candidates selected as a result of the preliminary examination held in 7/73. The resolutions as per Exts. A, B and C were challenged in the aforesaid O.J.C. 561 of 1973, but as per the High Court decision, they were upheld. The High Court held that there was nothing wrong in the scheme adopted by the first-party since appropriate steps had been provided for fair-play and efficiency had been maintained as the real test. It has also been observed in the aforesaid High Court decision that as per resolutions contained in Ext. B and C, the Paradip Port Trust would create its own cadre of Divisional Accountants and all persons holding the posts of Head Clerks and Senior Clerks on or before 31-3-1973 would be asked to appear for a training arranged by their own Financial Adviser and Chief Accounts Officer. At the end of the training a test would be conducted and out of a panel drawn up by the Departmental Promotion Committee, appointments would be made. Similarly all persons holding the posts of U.D. Clerks and L.D. Clerks would be asked to appear at a preliminary examination to be conducted by the said F.A. & C.A.O. and a panel of trainees not exceeding 40 would be prepared in consultation with the appropriate Departmental Promotion Committee. These trainees would undergo a training and would be required to pass the same test as provided for Head Clerks and Senior Clerks and a panel would be drawn up ultimately on the basis of the results thereof. Out of these two panels on the basis of efficiency appointments to the posts of Divisional Accountants would be made depending upon vacancies. The aforesaid scheme was introduced by the first-party in 1973 and its validity was upheld in the aforesaid decision of the High Court. Then in April 1975 the first-party changed the scheme as per its resolution dated 25-4-75, Ext. 2. According to this scheme, Senior Clerks and Head Clerks in order to be eligible for promotion to the posts of Head Assistants/Senior Accountants are required to pass the same accounts test as prescribed for the posts of Divisional Accountants. Head Assistants and Senior Accountants who are working on ad-hoc basis are also required to appear the same accounts test. It was also decided to have a combined cadre of Head Assistants and Accountants. It may also be noted that as per recruitment rules contained in Ext. 1 it was optional for the employees to seek appointment as Accountants. As per Ext. 2, Senior Clerks and Head Clerks officiating as office Superintendents on ad-hoc basis will not be eligible for further promotion unless they pass the examination meant for the Accountants. W.W. 1 has pointed out that the new scheme as per Ext. 2 has caused great hardship to the second-party workmen comprising mostly of old and senior people who have been illegally forced to submit themselves to this examination. He has explained that under the new scheme it is now possible for a young L. D. Clerk to pass the recruitment examination and rise to the post of Head Assistant while those like W.W. 1 who are already working as Head Assistants will not be confirmed in their posts unless they pass the examination. Thus, there can be no doubt that the new scheme introduced as per Ext. 2 providing for a combined cadre puts the Head Clerks and Senior Clerks to a serious disadvantage. The hardship to which W.W. 1 has referred is fully corroborated by the letter of the Ministry of Labour, Government of India, Ext. 7. It has been pointed out in this letter that the senior employees in the clerical cadre had not opted for the cadre of Accountants as it was optional and they had hoped that they would get promotion in their own cadre. After the introduction of the new scheme as per Ext. 2, the position is that promotion to the posts of office Superintendents and Head Assistants will no more be on the basis of seniority-cum-fitness. The junior employees who had opted earlier and are now eligible for promotion after training and test will become senior by getting promotions as Head Assistants and office Superintendents. It is also noted that accountancy being a specialised job is likely to be found attractive by only those who like that kind of work. Senior employees may find themselves unsuitable for this change at the fag end of their career. It is categorically stated in Ext. 7 that the scheme introduced by the first-party is a deviation from the accepted principle of the Government of India in this regard. Thus, on consideration of the evidence discussed above, it must be held that the new scheme introduced as per Ext. 2 changes the terms and conditions of services of the Head Clerks and Senior Clerks to their disadvantage.

10. Admittedly the Major Port Trusts Act, 1963 applies to the first-party. Section 29(f) provides as follows :

53 GI/77—5

"Every employee serving under the Central Government or, as the case may be, the other authority immediately before such day solely or mainly for or in connection with the affairs of the port shall become an employee of the Board, shall hold his office or service therein by the same tenure and upon the same terms and conditions of service as he would have held the same if the Board had not been established and shall continue to do so unless and until his employment in the Board is terminated or until his tenure, remuneration or terms and conditions of service are duly altered by the Board;

Provided that the tenure, remuneration and terms and conditions of service of any such employee shall not be altered to his disadvantage without the previous sanction of the Central Government."

According to the aforesaid provision, the Board of the Paradip Port Trust is empowered to alter the terms and conditions of service of its employees, but as per the proviso contained therein the terms and conditions of service of the employees shall not be altered to their disadvantage without the previous sanction of the Central Government. It has already been held that in implementing Ext. 2 the first-party has altered the terms and conditions of service of its employees to their disadvantage. However, the first-party has not produced any evidence to prove that the Central Government had sanctioned the said alteration of the terms and conditions of service. Failure of the first-party to prove the sanction of the Central Government leads to the irresistible inference that the first-party had not obtained the previous sanction of the Central Government prior to the change in the terms and conditions of service of its employees as per Ext. 2. Accordingly, the scheme as per the resolution, Ext. 2, must be held to be illegal being in contravention of the proviso to section 29(f) of the Major Port Trusts Act, 1963.

11. For the reasons stated above, it must be held that the demand of the workmen of the Paradip Port Trust that the cadre of Head Assistants/Office Superintendents should not be merged with the cadre of Divisional Accountants is justified. The workmen are entitled to hold their service on the same terms and conditions which obtained prior to the implementation of Resolution No. 78/75 dated 25-4-75 until the said terms and conditions are altered in accordance with law.

12. Award is passed accordingly.

B. N. MISRA, Presiding Officer

[No. L-38012(3)/75-D-IV (A)]

New Delhi, the 11th July, 1977

S.O. 2376.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Orissa, in the industrial dispute between the employers in relation to the Paradip Port Trust, P.O. Paradip and their workmen, which was received by the Central Government on the 1st July, 1977.

BEFORE THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

Industrial Dispute Case No. 5 (Central) of 1975

Dated, Bhubaneswar, the 6th June, 1977

BETWEEN :

The employers in relation to the Paradip Port Trust—
First-party

AND

Their workman Shri N. Behera, Assistant Teacher, Paradip Port Trust High School, Paradip—Second-party.

APPEARANCES :

Shri H. K. Mohanty, Legal Officer, Paradip Port Trust—
For the first-party.

Shri S. S. Parija, Adviser, Paradip Sramik Congress—
For the Second-party.

AWARD

In exercise of the powers conferred by section 7-A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication, vide Order No. L. 38012/2/74-P & D/CMT/D. IV(A) dated 22-8-75 :

"Whether the management of Paradip Port Trust is justified in terminating the services of Shri N. Behera, Assistant Teacher, Paradip Port Trust High School, with effect from the 10th July, 1974 ? If not, to what relief is Shri N. Behera entitled ?"

2. As per the terms of reference, the present dispute is said to exist between the employers in relation to the Paradip Port Trust, hereinafter referred to as the first-party and their workman Shri N. Behera, hereinafter referred to as the second-party.

3. In its written-statement the first-party has stated that the second-party was first appointed as Headmaster, U.P. School, Paradip Port Trust under workcharged establishment on 17-8-1966. In Office Order No. 890 dated 25-1-68 the second-party was temporarily appointed as Headmaster, U.P. School on probation for a period of two years. While working as such the opposite-party unauthorisedly absented himself from duty from 12-1-69 to 14-1-69. On account of this unauthorised absence, by office Order No. 379 dated 13-1-69, the second-party was ordered not to function as Headmaster after joining duty but to hand over charge to Sri G. C. Nanda. On 15-1-69 Sri Nanda reported to the Secretary of the Paradip Port Trust that the second-party had resumed duty on 15-1-69 at 10 A.M., but when asked to hand over some records to Sri Nanda, the second-party refused to do so. The second-party was called upon to explain his conduct for having been unauthorisedly absent from 12-1-69 to 14-1-69 and for not reporting back to the Administrative Department after his joining on 15-1-69. Sri Behera gave his explanation and the first-party did not pursue the matter. The second-party had made several representations for his transfer to the High School. The scale of pay of the second-party in the U.P. School was Rs. 118-225/-. By Office Order No. 5016 dated 10-11-1972 the second party was appointed as a Graduate Teacher in History in the High School. According to the first-party, the post of Assistant Teacher was a temporary one. It is further stated that on 15-1-74 and 17-1-74 the second-part absented himself from class VII and class X during the 4th and 5th periods resulting in dislocation of school-work. For the Republic Day function on 26-1-74 there was an arrangement for the students for rehearsals for the parade after the 6th period from 16-1-74. It is alleged that though the second-party knew this arrangement, he did not allow the students of classes IX and X on 17-1-74 and 21-1-74 to attend the rehearsals. During the temporary absence of an Assistant Teacher on 21-1-74 the second-party was asked to teach as a substitute, but he refused to do so. The second-party's explanation was called for in respect of the above acts of misconduct. He virtually refused to furnish any explanation. According to the first-party, the above acts of misconduct of the second-party showed that he was highly indisciplined and insubordinate and was an undesirable element in an educational institution. Accordingly, the services of the second-party were terminated with effect from 10-7-74 according to Regulation 10(i) of the Paradip Port Employees (Recruitment, Seniority and Promotion) Regulations, 1967. It is added that the acts of misconduct committed by the second-party on 17-1-74 and 21-1-74 did not form the foundation of the termination order, but they were instances of his unsatisfactory conduct and performance. The termination is said to be justified in the interest of the school. It is denied that the second-part was in a permanent or quasi-permanent service. It is stated that the second-party was appointed to the post of Assistant Teacher with a stipulation that he would be on probation for a period of two years. It is again stated that the services of the second-party who was a temporary servant were terminated without assigning any reason as his conduct and performance were unsatisfactory. It is the further case of the first-party that the Paradip Port Trust High School is not an 'industry' and the second-party is not a 'workman' within the provisions of the Industrial Disputes Act, 1947.

4. The case of the second-party is that he was appointed as the Headmaster of the Paradip U.P. School in 1966 on a temporary basis. After working in that capacity for six years he was promoted as an Assistant Teacher of the Paradip Port Trust High School vide Paradip

Port Trust Office Order No. 5016 dated 10-11-72. It is stated that the post of Assistant Teacher was a permanent one and that the second-party was ordered to be on probation for two years along with all others who had been appointed in the same Office Order No. 5016 dated 10-11-72. Before completion of his period of probation, the second-party's services were terminated with effect from 10-7-74 without any reason. It is stated that rule 5(1) of the Central Civil Service (Temporary Service) Rules, 1965 has no application to his case. The second-party claims the status of a permanent employee. He has also stated that without recourse to disciplinary proceedings, his services could not have been terminated by the first-party. The action of the first-party is criticised as being malafide, unjust and illegal. It is the further case of the second-party that the Paradip Port Trust High School is an 'industry' and that he is a 'workman' within the scope of the Industrial Disputes Act, 1947.

5. After discussion with the parties, the following issues have been framed for determination in this case :—

- (i) Whether the present reference is maintainable ?
- (ii) Whether Sri N. Behera was a workman in the Paradip Port Trust during the tenure of his service and whether he had the status of a permanent employee ?
- (iii) Whether the termination of the service of Sri N. Behera is unjust, illegal and/or malicious ?
- (iv) To what relief, if any, is Sri Behera entitled ?

6. Three witnesses have been examined on behalf of the second-party and one on behalf of the first-party. Both parties rely on documentary evidence.

7. W.W. 1 has stated that he had joined the Port Trust High School on 11-8-69 as an Assistant Teacher. The second-party was promoted as an Assistant Teacher in the Port Trust High School in 1972. The Secretary of the Paradip Port Trust is the appointing authority of the second-party. The Teachers of the Port Trust High School enjoy the same benefits under the Industrial Disputes Act and other labour laws as are enjoyed by the other workmen of the Paradip Port Trust. In 1971 W.W. 1 was the General Secretary of the Paradip Shramik Congress of which the second-party was a member. Ext. 1 is the true copy of the letter dated 6-10-72 from the Ministry of Shipping and Transport, Government of India, New Delhi, clarifying that the teachers working in the schools of the Paradip Port Trust were covered under the Industrial Disputes Act. The teachers of the High School are some times posted as Clerks under the Paradip Port Trust and vice-versa. The second-party joined service in the Port Trust High School as a permanent employee. The services of the second-party were terminated before he had completed his period of probation for two years. In his cross-examination W.W. 1 has stated that his services were terminated on 11-8-75 as he was found guilty in a departmental proceeding held by the first-party against him. He has named two persons who were previously working as Clerks and subsequently appointed as Teachers after they were selected by the selection committee for the posts of Teachers.

W.W. 2 was studying in the Port Trust High School from class III to class XI. He has stated that the second-party was a Teacher in the High School from class VIII in 1972 till he passed class X in 1974. On 15-1-74 the second-party had taken the 5th class around 2 P.M. In the month of January 1974 the second-party had never asked the students not to go to the Republic Day rehearsal-parades. Prior to the rehearsals the second-party was absent for a certain period on account of which the students were not able to complete their History lessons. On his return prior to the rehearsals there was a proposal that the second-party would take extra History classes subject to the permission of the teacher-in-charge. At the instance of the teacher-in-charge, the rehearsal time was allotted to the second-party for taking extra History classes for the 10th class. In cross-examination W.W. 2 has stated that the extra History classes took place on two days, the last of which was on 21-1-74. On 23-1-74 the 10th class boys had attended the rehearsals and there was no extra History class.

W.W. 3 is the second-party himself. He has stated that on 17-8-1966 he joined Paradip Port Trust U.P. School as Headmaster. On 11-11-1972 he was appointed on probation as Assistant Teacher in History in the Paradip Port Trust

High School. Ext. 2 is the letter of appointment. The appointment was a permanent appointment, but the second-party was on probation for two years. Before the second-party had completed his period of probation, the first-party terminated his service with effect from 10-7-1974 without assigning any reason. Ext. 3 is the attested copy of the termination order. It has been mentioned in Ext. 3 that the termination is in accordance with rule 5 of the Civil Service Regulations. According to the second-party, the said rules and regulations govern only temporary employees and have no application to the permanent employees. Prior to terminating his service, the first-party had not conducted any domestic enquiry against him, nor were any proceedings drawn up against him. During his service as an Assistant Teacher in the High School, the second-party rendered service to the satisfaction of all concerned. Ext. 4 is a copy of the letter dated 19-1-1974 calling for the second-party's explanation as to why he did not attend the class during the 5th period on 15-1-1974. Ext. 5 dated 21-1-1974 called for a further explanation from the second-party as to why he had left class VII unattended for the 4th period on 17-1-1974. Ext. 6 is the explanation of the second-party to Exts. 4 and 5. Ext. 7 dated 23-1-1974 called for the explanation of the second-party as to why he did not allow the students of classes IX and X to join the parade on 17-1-1974 and 21-1-1974. Ext. 8 is a copy of his explanation denying the allegations contained in Ext. 7. Since after submission of his explanations, neither the Principal nor the first-party made any further communication, but terminated his services on 10-7-1974. The second-party has further stated while working as an Assistant Teacher he was treated as a 'workman' under the Industrial Disputes Act and his monthly wages were Rs. 459. The second-party had filed an appeal against the order terminating his services, but he has not received any orders on his appeal petition. Towards the end of July 1974 his Union took up his cause and raised a demand for his reinstatement. It is stated by the second-party that school teachers and clerks are often transferred from one place to the other. The second-party has also pointed out that a lady teacher in the Paradip Port Trust English medium school was retrenched and she was given her retrenchment dues. In cross-examination the second-party has stated that when the Central Government took over the management of the Paradip Port Trust, the Central Government rules were made applicable to the employees. The second-party could not say if the post of History teacher to which he was appointed was a permanent one. He has denied that his work was of supervisory nature and his monthly emoluments were more than Rs. 500. He has denied that the Paradip Port Trust High School is independent of the Paradip Port Trust.

8. M. W.1 is working as the Headmaster of the Paradip Port Trust High School since 1966. He has stated that the second-party was working as a History Teacher in the High School from 10-11-1972 till the termination of his service on 10-7-1974. Prior to his appointment in the High School, the second-party was working as the Headmaster of the Paradip U. P. School. Ext. 2 is the appointment order in respect of the second-party. When the second-party joined service, one post of teacher in the High School was of permanent nature. The second-party was not appointed against the said permanent post. Ext. B is the office order showing the posts which were permanent under the Port authorities. As the second party did not attend to his classes on 15-1-1974 and 17-1-1974, M.W. 1 reported the matter to the Principal vide Exts. C and D. Exts. 4 and 5 are the copies of the explanations which were called for from the second-party. M.W. 1 had also received a report from the Physical Education Teacher that the second-party had not allowed students of classes IX and X to join their parades on 17-1-74 and 21-1-74, vide Ext. E. Explanation from the second-party was called for vide Ext. 7. According to M.W. 1, the second-party was appointed temporarily on probation for a period of two years. The services of the second-party were terminated with effect from 10-7-1974 under sub-rule (1) of rule 5 of the Central Civil Services (Temporary Service) Rules, 1955. Ext. F is the order of termination. The wages of the second-party at the time of termination of his service were Rs. 572.30 inclusive of basic pay, compensatory allowances, D.A. and A.D.A. Ext. G is the receipt signed by the second-party in token of his having received one month's wages in lieu of one month's notice. The above payment was made by cheque. Ext. H is the Paradip Port Trust Payment Register maintained in the regular course of official business and at pages 341/342 thereof the monthly wages of the second-party have been shown as Rs. 572.30 paise. M.W. 1 has added that employees

of the Port Trust including the workmen are governed by the Central Government rules adopted by the first-party in 1967. Ext. J is a copy of the letter which was received from the Union. In cross-examination M.W. 1 has stated that the Paradip Port Trust High School is a non-Government school and the salaries of the teachers are paid by the Port Trust. The second-party joined the 'Trained Graduate (History)' post in 1972. The said post is still continuing and another teacher was appointed after the second-party left service. The service of the second-party were terminated as a punishment. M. W. 1 was not definite if the services of the second-party were terminated on the basis of allegations contained in Exts. 4, 5 and 7. The following were the duties of the second-party while he was working as the History Teacher in the High School :—

- (1) To maintain discipline among the students;
- (2) to supervise the students and their activities;
- (3) to teach the subject in the class;
- (4) to conduct class examination; and
- (5) maintenance of Attendance Register and collection of fees.

M.W. 1 has added that as per Ext. 2, the second-party who was earlier working as Headmaster of the U.P. School was promoted to the post of an Assistant Teacher and that there is no mention in Ext. 2 that the post to which the second-party was appointed was temporary in nature.

9. Exts. 10 to 14 for the second-party and Exts. K. to U for the first-party have been marked on admission. Exts. 10 and 11 are copies of a letter regarding upgradation of the Primary School to M. E. School. Ext. 12 is a Government of India letter dated 11-7-1967 also on the same subject. Ext. 13 is a memorandum relating to discrimination in giving effect to the Central scales to the teachers which was placed before the Trust Board. Ext. 14 is another memorandum relating to recruitment rules and staffing pattern of the Paradip Port Trust schools. Ext. K is a letter from the Headmaster of the Port Trust High School to the Port Trust. Ext. L is a letter from the Executive Engineer of the Port Trust to the District Inspector of Schools, Cuttack. Ext. M is a letter also from the Executive Engineer to the District Inspector of Schools regarding recognition of M.E. School at Paradip. Ext. N is a notification regarding constitution of the Advisory Committee of schools dated 18-8-1976. Ext. O is a D.O. letter from the Port Trust to the Director of Public Instructions. Ext. P is a D.O. letter dated 12-7-1974 from the Chairman of the Port Trust to the Education Secretary of the State Government. Ext. Q is a letter from the Education Department of the State Government to the Port Trust. Ext. R is a D.O. letter from the Chairman of the Port Trust to the Education Secretary of the State Government. Ext. S is a draft of another letter from the Secretary of the Port Trust to the Education Department. Ext. T is a letter from the Board of Secondary Education relating to the recognition of the High School for the purpose of High School Certificate Examination.

Paragraphs 7, 8 and 9 summarises the oral and documentary evidence adduced in this case.

10. Issues 1 and 2 may be taken up for consideration first. Admittedly the second-party was first appointed as Headmaster, U.P. School, Paradip Port Trust on 17-8-1966. Subsequently by Office Order No. 5016 dated 10-11-1972 the second-party was appointed as an Assistant Teacher (History) in the Paradip Port Trust High School. Ext. 2 is the relevant appointment order. The second-party claims that his appointment as an Assistant Teacher was on a permanent basis though he was put on probation for a period of two years. On the other hand, the first-party contends that the second-party's appointment as an Assistant Teacher in History was a temporary appointment. In Ext. 2 itself there is no mention whether the post of Assistant Teacher is temporary or permanent. M.W. 1 who is the Headmaster of the school has stated that the post of Assistant Teacher in History is a temporary one and in support of his statement he has produced Ext. B. Ext. B is an order of the Port Trust converting some temporary posts into permanent posts with effect from 1-11-1970. In Ext. B only one post of Assistant Teacher in the High School is shown as having been made permanent. M.W. 1 has stated that the second-party was not appointed against the said permanent post. The second-party has stated

that he was promoted from his original post of Headmaster of U.P. School to that of Assistant Teacher in History in the High School. Though this is denied by the first-party, it is clear from Ext. 2 itself that the Assistant Teachers noted therein including the second-party were promoted to the posts of Assistant Teachers, but mere promotion to the post of Assistant Teacher in History would not mean that the said post was a permanent one. The evidence of M.W. 1 and Ext. B show that the post to which the second-party was appointed under Ext. 2 was a temporary one. Accordingly, it is held that the second-party who had been promoted to the post of Assistant Teacher in History in the Paradip Port Trust High School was holding a temporary post and was on probation when his services were terminated with effect from 10-7-1974.

11. The next question which has to be determined is whether the second-party is a 'workman'. In A.I.R. 1964 S.C. 737 it was observed—

"...Wherever it is shown that the industry has employed an employee to assist one or the other operation incidental to the main industrial operation, it would be unreasonable to deny such an employee the status of a workman on the ground that his work is not directly concerned with the main work or operation of the industry. Reverting to the illustration of the buses owned by the factory for the purposes of transporting its workmen if the bus drivers can legitimately be held to assist an operation incidental to the main work of the industry, we do not see why a Mali school not claim that he is also engaged in an operation which is incidental to the main industry."

If, as pointed out in the above decision, a gardener working in the garden provided for the pleasure of an officer of a mill, who was provided residential quarters, can be said to be a 'workman' under the industrial law, there is no reason why a teacher who provides for the amenity of education to the children of the employees of the industry should also not be accepted as a 'workman'. In Ext. 11 it is noted that in view of the growth of population and pressing needs of the staff (meaning the staff of the Port Trust), the Port Trust authorities approved the opening of a M. E. School at Paradip in April 1966. In Ext. K it has been clearly mentioned that the Paradip Port Project authorities established the Port Trust U. P. School in 1965 and M. E. School in 1966 and that the latter school was upgraded to a High School in 1967. It is also mentioned that the schools were established to impart education to the children of the Port employees as well as the general public. In the D.O. letter Ext. P, the Chairman of the Port Trust has inter-alia stated that the State Government when starting this Port, thought in terms of providing certain basic facilities to the workers and employees at the Project site and that against this background a Primary School was set up at Paradip in 1965. The documentary evidence referred to above clearly shows that the schools at Paradip were opened to remove the genuine difficulties of the Port Trust employees in providing their children the facility of education. There can be no doubt that the Port Trust has provided schools for children of its employees as an amenity absolutely necessary for its employees. The fact that outsiders are also admitted to schools makes no difference to this position. It is not in dispute that the Paradip Port is itself an 'industry' and that its predominant activity is industrial. In view of the reasoning adopted in the aforesaid decision of the Supreme Court reported in A.I.R. 1964 S.C. 737, there is no reason why the work carried on by the second-party as a teacher should not be held to be incidental to the main industrial operation carried on by the Port Trust. The facility or amenity of education cannot be said to be less important than the facility of a gardener provided to the officer of a mill. In this connection reference may be made to a decision reported in the Bombay Law Reporter, February 1972, page 124. The difficulties are, however, not over by merely coming to the conclusion that the work of the second-party as a school teacher is incidental to the main industrial operation carried on by the Paradip Port Trust. The further question to be considered is whether the second-party qualifies as a workman within the definition contained in sec. 2(s) of the Industrial Disputes Act, 1947. In 1963—II L.L.J. 335 the Supreme Court found that the work of education carried on by educational institutions like University of Delhi is not an 'industry' within the meaning of

the Industrial Disputes Act, 1947 and it was further observed :

"Having reached this conclusion, it may be legitimate to observe that it is not surprising that the Act should have excluded education from its scope, because the distinctive purpose and object of education would make it very difficult to assimilate it to the position of any trade, business or calling or service within the meaning of S. 2(j). Education seeks to build up the personality of the pupil by assisting his physical, intellectual, moral and emotional development. To speak of this educational process in terms of industry sounds so completely incongruous that one is not surprised that the Act has deliberately so defined workmen under S. 2(s) as to exclude teachers from its scope... Indeed, from a rational point of view, it would be regarded as inappropriate to describe education even as a profession. Education in its true aspect is more a mission and a vocational rather than a profession or trade or business, however wide may be the denotation of the two latter words under the Act. That is why we think it would be unreasonable to hold that educational institutions are employers within the meaning of S. 2(g), or that the work of teaching carried on by them is an industry under S. 2(j), because, essentially the creation of a well-educated healthy young generation imbued with a rational progressive outlook on life which is the sole aim of education, cannot at all be compared or assimilated with what may be described as an industrial process."

Following the aforesaid decision of the Supreme Court a Division Bench of the Patna High Court held in A.I.R. 1964 Patna 94 that a person employed as a teacher in a school run by a factory was not a 'workman' within the meaning of sec. 2(s) of the Industrial Disputes Act, 1947. In Bombay Law Reporter, February 1972, page 124 the teacher of a Railway school was held to be a 'workman' mainly on the ground that the rules of the Railway Establishment Manual contained a foot-note that the term 'industrial employee' included railway servants. In this connection the Bombay High Court observed :

"....If the note mentioned above was not there, it would have been arguable whether a teacher of a primary school run by a railway can be said to be an "industrial employee"."

Keeping in view the law laid down in 1963-II L.L.J. 335 and A.I.R. 1964 Patna 94, it must be held that the second-party employed as a teacher in the Paradip Port Trust High School is not a 'workman' within the meaning of the Industrial Disputes Act, 1947. In view of this finding that the second-party is not a 'workman', it must be further held that the present reference is not maintainable. Issues 1 and 2 are decided accordingly.

12. As regards issue No. 3, it is clear that the services of the second-party were terminated on the allegations of misconduct enumerated in para 3 of the written-statement of the first-party. In para 8 it is stated that the instances noted therein brought into sharp focus the gross misconduct lack of sense of discipline and insubordination of Sr Behera. In para 17 it is further stated that the service of the second-party was terminated without assigning any reason as his conduct and performances were unsatisfactory. This statement is clearly an admission that the real reason for terminating the services of the second-party was that his conduct and performance were unsatisfactory though in the termination order no reasons were assigned. In fact, in his evidence in court M.W. 1 has clearly stated that the services of the second-party were terminated as a punishment. The second-party has himself stated that after his explanation were called for and he had submitted the same, he received no further communication from the first-party, but the order terminating his services with effect from 10-7-1974 in these circumstances, even if the second-party was a temporary employee, since as per the pleadings and evidence misconduct of the second-party was the foundation of the order terminating his service, it was incumbent on the first party to hold an enquiry to satisfy itself as to the truth or otherwise of the allegations of misconduct. In this connection evidence has been led on behalf of the second-party that the allegations of misconduct were not true. May be if a proper domestic enquiry had been held, the second-party could have proved his innocence. Since admittedly no enquiry of any kind was held to ascertain the truth or otherwise of the

acts of misconduct alleged against the second-party, the action of the first-party in terminating the services of the second-party on the allegations of misconduct must be held to be malafide, unfair and in gross violation of the principles of natural justice. Issue No. 3 is decided accordingly.

13. As regards issue No. 4, it must be held that since the second-party is not a 'workman' under the Industrial Disputes Act, 1947, the present reference is not maintainable and hence he is not entitled to any relief in this proceeding.

14. Award is passed accordingly.

B. N. MISRA, Presiding Officer

[No. L-38012(2)/74-P&D/CMT/D.IV (A)]

NAND LAL, Desk Officer.

New Delhi, the 30th June, 1977

S.O. 2377.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of National Angarpathra Section of Angarpathra Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 28th June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 46 of 1977

(Ministry's Order No. L-20012/50/75-D-III(A),

Dt. 27-8-1975)

PARTIES :

Employers in relation to the management of National Angarpathra Section of Angarpathra Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad.

AND

Their Workmen.

PRESENT :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri P. K. Bose, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 25th June, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act referred the following dispute to the Central Government Industrial Tribunal No. 2 at Dhanbad by its Order No. L-20012/50/75-D-III(A), dated, the 27th August, 1975, namely,

"Whether the action of the management of National Angarpathra Section of Angarpathra Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad, in stopping Shri Chandeshwar Singh, Hazree Mazdoor-cum-Night Guard, from work with effect from the 13th December, 1971, is justified? If not, to what relief is the workman entitled?"

2. The reference was received from Tribunal No. 2 in this Tribunal on March 19, 1977, vide Government of India.

Ministry of Labour, Order No. S-11025(1)/77-(i)-D. iv(B), dated the 22nd February, 1977.

3. The case of Chandeshwar Singh, the concerned workman, is that he was a permanent workman in the National Angarpathra Section of the Angarpathra Colliery—a Coking Coal Mine—from long before the mine was taken over and nationalised; that he was designated as a Hazree Mazdoor but actually worked as Night Guard; that he was granted leave for the period November 11, 1971 to December 12, 1971; that on return from leave he reported for duty on December 13, 1971 but no duty was assigned to him and he is without a job ever since then; that the stoppage of work is illegal and founded on unfair labour practice; and hence he is entitled to re-instatement with full back wages and other monetary benefits from December 13, 1971 till date of his actual re-instatement.

4. The Bharat Coking Coal Limited (hereinafter referred to as B.C.C.L.) has resisted the claim of the workman on the ground that he had never been employee in the colliery, whether before or after the taking over of the management and there never existed any relationship of employer and employee between it and him; that the workman was not found working on the date of take over; that his name was not found entered in the statutory registers or in the manpower list; that he never approached the management on December 13, 1971 or at any time thereafter for employment; that the story of his being in service and going on leave is false and concocted; that it is not liable for any so-called claim of the workman because of the force of Sections 9 and 28 of the Coking Coal Mines (Nationalisation) Act; that if any one is liable, assuming that there is a liability, it would be the National Coal Company Private Limited, the quondam owners of the colliery but since the quondam owner has not been impleaded as a party, the reference is bad for non-joinder.

5. Two points arise for decision in this reference. The first point is whether Chandeshwar Singh was at all a workman in the colliery. If the finding goes against him, there will be an end of the matter. However, if the finding is in his favour, the second question will arise, namely, whether or not any award can be passed against the B.C.C.L.

6. The B.C.C.L. had prayed that I should decide the second question first as a preliminary issue and if my finding went against it, then alone I should record evidence and decide the first point. This prayer was not acceptable to me as I wanted to decide the entire case together and not piece-meal particularly so when I had the jurisdiction to decide both the points at the utmost the decision could be that no award can be passed against the B.C.C.L. and not that I have not the jurisdiction to pronounce that no award can be passed against the B.C.C.L. The B.C.C.L., however, decided not to lead any evidence presumably in protest, which is rather unfortunate.

7. The result is that I have the oral evidence of WW-1 Chandeshwar Singh and some documents on the basis of which I have to come to a finding whether or not Chandeshwar Singh was ever a workman in this Colliery. His oral evidence does not inspire any confidence. There is a Coal Mines Provident Fund Scheme which is a statutory Scheme. Every workman in a coal mine, after a certain period of service, has compulsorily to become its member and his contribution to the fund is deducted at source and a matching contribution has to be made by the colliery in the workman's account in the fund. Chandeshwar Singh admitted that he was never a member of any such fund. Similarly, there is a statutory Coal Mines Bonus Scheme. Chandeshwar Singh stated that he used to be paid bonus but I am not inclined to believe him. A Bonus Card has to be issued and entries have to be made in the statutory Bonus Register. Chandeshwar Singh has not produced any Bonus Card or any other documents to prove that Bonus was ever paid to him. The Bonus Register was also not called from the M.C.C.L. He was not issued any letter of appointment when he claims to have been appointed as Pump Khalasi in May or June 1969. His case throughout has been that he was appointed as a Hazree Mazdoor but used to work as a Night Guard but in cross-examination he has introduced a new case that he was originally appointed as a Pump Khalasi. He says that his wages used to be paid on weekly wage-sheets. The wage-sheets were never summoned to prove that he was ever paid any wages. Indeed, in Ext. W-7 the case disclosed by the Union was that he used to be paid on the basis of vouchers. Every coal mine has to maintain

certain statutory registers. Register B is the Key Register which mentions, the name, father's name, age, home address, designation and other particulars of all workmen in a coal mine, whether they work underground, or above ground in open-cast mining, or above ground other than in open-cast mining. The Register for underground workers is the Register C and the Registers for surface workers is either D or E, depending on the fact whether they work in open-cast mining or other than in an open-cast mining. These registers were not summoned to prove that he was a workman entered in Register B or his working underground was ever mentioned in Register C or his working on the surface was ever mentioned either in Register D or E, as the case may be. The manpower list was also not summoned. He made no application whatsoever before the Screening Committee to prove the bona fides of his claim. I will now deal with the documents filed by him. Ext. W-1 is his application dated August 9, 1971 mentioning that he was in need of two weeks leave on account of his illness. There is an order on this application under the signature of D. D. Chatterjee, the then Colliery Manager whereby he granted leave upto August 23, 1971. Ext. W-2 is another application for leave dated November 10, 1971 which prayed for leave for the period November 11, 1971 to December 12, 1971 on account of the death of his father necessitating his presence at his home town for the obsequial ceremonies. By this application, he also wanted an advance of Rs. 200. The order of the Manager on the application reads: "No advance can be given. Leave may be granted". With regard to these two applications Exts. W-1 and W-2, it was suggested to Chandeshwar Singh that these were forged and prepared in collusion with D. D. Chatterjee as props to show that he was in service. I think there is substance in this contention. Both the applications are in the same ink although there is a gap of three months between the two. The original date given in Ext. W-2 was 10-10-71 and the Manager also gave the original date of his order as 10-10-71. The figure 10 of the month was, however, changed into figure 11 of the month. Chandeshwar Singh has admitted that this was so but has stated that the mistake was detected then and there and was also corrected then and there. I do not think that a literate person will prepare an application on 10-11-71 and still give the date as 10-10-71. Nor do I think that a more responsible officer like the Manager will also do the same thing. There is a prayer for an advance of Rs. 200 and that would obviously not have been granted when there was a Custodian in charge of the management and not the Manager. That appears to be the reason why the Manager does not say in connection with Ext. W-2 that the leave is granted but only mentions that it "may be granted". That could only be on the footing that leave was to be granted by some superior officer, namely, the Custodian who was at the helm of affairs on November 10, 1971. No such order of a superior officer is forthcoming and that is also a pointer to the fact that Ext. W-2 is a fake document. It is further surprising that original orders of the management granting leave should be in the custody of the workman and not in the custody of the office. Chandeshwar Singh attempted to explain it by saying that he had presented the applications Ext. W-1 and W-2 in duplicate by preparing carbon duplicates. He has stated that the Manager passed no orders on the duplicates which he kept with him and passed orders on Ext. W-1 and W-2 which he returned to him. I do not know in what manner the leave would be accounted for in the official records if orders are given away to the workman and not maintained in the office. Wage-sheets are prepared on the basis of attendance. During the period of leave, the attendance of a workman would not be noted. His wages would be paid if he was on leave with wages and otherwise not. For all these purposes, the orders would be required in the office. I am convinced that Exts. W-1 and W-2 are fabricated documents. Ext. W-3 purports to be an application dated January 1, 1972 to the address of the Custodian. It mentions that Chandeshwar Singh had gone on leave and when he returned from leave and went to resume duty, he came to know that during the period of his leave, the management of the colliery had been taken over by the Government and, therefore, the Colliery Manager expressed his helplessness in giving any job to him and asked him to approach the Custodian regarding the matter. This must be another lie. The Coking Coal Mines had been taken over by the Central Government on October 17, 1971 under the provisions of the Coking Coal Mines (Emergency Provisions) Ordinance, 1971. Assuming that Chandeshwar Singh was a workman in the colliery, he had gone on leave on November 11, that is to say, 25 days after the mine had been taken over and, therefore, he would not have mentioned in the application that the mine had been taken over during the period of his leave when

it had been actually taken over 25 days before the commencement of his leave. Besides, if he was a bona fide workman in the colliery since 1969 and D. D. Chatterjee had granted him leave, he would not have refused to give a job to him when he reported for duty on December 12, 1971. Where was the question of referring his case to the Custodian. His leave becomes further suspicious when I peruse Ext. W-5 dated July 17, 1973 wherein he says that he was actually on duty when the colliery was taken over on 19-7-1970 although it was taken over on 17-10-1971. Ext. W-5 further mentions that he had no evidence to support that he was a workman except one application for leave but now there are two such applications. Again, when the union took up his case, it mentioned in Ext. W-7 that when Chandeshwar Singh proceeded on leave he did not turn up after the expiry of leave and applied for extension and the same was granted and it is after that that a job was not given to him. In Ext. W-3, the story taken is that he had returned to duty on December 13, 1971. It is also worthy of note that even though Ext. W-3 should have gone to the Custodian, it remained in the pocket of the workman and was never given to him. He has stated that he could not contact the Custodian and could not hand it over to him. D. D. Chatterjee who signed most of the papers was not called as a witness to support the workman. In short, the oral evidence is wholly interested and unreliable and the documentary evidence is of a suspicious nature. The authentic documentary evidence which could support his case, was not called. In the circumstances, therefore, I have come to the conclusion that Chandeshwar Singh was never a workman in this colliery.

8. The original owner of the Company, namely, National Coal Company Private Ltd. was never impleaded. In so far as the B.C.C.L. is concerned, no award can be passed for two reasons. Firstly, Chandeshwar Singh was never a workman either of the old owner or of the B.C.C.L. Secondly this colliery is a nationalised colliery which is mentioned at serial No. 66 in Schedule I of the Coking Coal Mines (Nationalisation) Act, 1972. The Act came into force on May 1, 1972 which is the appointed day under clause (a) of Section 3. The B.C.C.L. is a Government company under clause (b) of Section 3. Under Section 4, the right, title and interest of the owners in relation to this coking coal mine stood transferred to, and vested absolutely in the Central Government. Under Section 7, the Central Government had the power to direct, by an order in writing, that the right, title and interest of an owner in relation to a coking coal mine shall, instead of continuing to vest in the Central Government, vest in a Government Company. Such a Notification was issued on August 17, 1972 vesting the ownership in the B.C.C.L. with effect from May 1, 1972. Section 9(1) says that every liability of the owner, agent, manager... of a coking coal mine in relation to any period prior to the appointed day, shall be the liability of such owner, agent, manager..., as the case may be, and shall be enforceable against him and not against the Central Government or the Government company. For the removal of doubts, Section 9(2)(a) declares that no claim for wages, bonus... or any other dues in relation to a coking coal mine in respect of any period prior to the appointed day, shall be enforceable against the Central Government or the Government company. That being so, even if Chandeshwar Singh was a workman, which in fact he was not, his claim for wages from December 13, 1971 to April 30, 1972 could be enforced only against the previous owner who is not a party to the reference, and not against the M.C.C.L. Any claim after April 30, 1972 will also not be enforceable against the B.C.C.L. because he could have no such claim as he was not a workman. Section 9(2)(b) says that no award of any Tribunal in relation to any coking coal mine passed after the appointed day but in relation to any matter, claim or dispute which arose before that day, shall be enforceable against the Central Government or the Government company. The effect of clause (a) is also the same. Section 17 cannot help Chandeshwar Singh because he was not a workman.

9. My award is that the action of the management of the National Angarpathra Section of Angarpathra Colliery in stopping Chandeshwar Singh from work with effect from December 13, 1971 is justified and he is not entitled to any relief.

K. B. SRIVASTAVA, Presiding Officer

[No. L-20012/50/75-D.III(A)]

S. H. S. IYER, Desk Officer

आदेश

वई दिल्ली, 12 जुलाई, 1977

कां० प्रा० 2378—मैसर्स बर्न स्टैंडर्ड कम्पनी लिमिटेड सेलम के प्रबन्धतंत्र से सम्बद्ध नियोजक और उनके कर्मचारों ने, जिसका प्रतिनिधित्व मैग्नेसाइट वर्कर्स यूनियन, सेलम करती है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (2) के अधीन केन्द्रीय सरकार को संयुक्त रूप से एक आवेदन पत्र दिया है जिसमें उनके बीच विद्यमान औद्योगिक विवाद का, उक्त आवेदन पत्र में दिए गए मामलों के सम्बन्ध में, जो इससे उपाबद्ध अनुसूची में उद्धृत किए गए हैं, औद्योगिक अधिकरण को निदिष्ट करने की प्रार्थना की गई है ;

और केन्द्रीय सरकार का समाधान हो गया है कि आवेदन करने वाले व्यक्ति प्रत्येक पक्ष के बहुमत का प्रतिनिधित्व करते हैं ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० एन० सिंगारवेलु होंगे, जिसका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्याय-निर्णयन के लिए निर्दिष्ट करती है ।

अनुसूची

क्या मैसर्स बर्न स्टैंडर्ड कम्पनी लि० सेलम के प्रबन्धतंत्र की श्री सी० प्रहमधम, चपरासी को 16-9-76 से सेवाभूक्त करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो कर्मकार किस अनुसूची का हकदार है ?

[सं० एल-29012/19/77-डी III (बी)]

बी० वेलायुधन, अवसर सचिव

ORDER

New Delhi, the 12th July, 1977

S.O. 2378.—Whereas the employer in relation to the management of Messrs Burn Standard Company Limited, Salem and their workmen represented by Magnesite Workers' Union, Salem have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the persons applying represent the majority of each party;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Shri T. N. Singaravelu as Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

"whether the action of the management of Messrs Burn Standard Company Limited, Salem in dismissing Shri C. Arumugham, peon with effect from 16-9-76 is justified? If not, to what relief the workman is entitled ?

[No. L-29012/19/77-D.III(B)]

V. VELAYUDHAN, Under Secy.

S.O. 2379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Palana Colliery, Jaipur and their workmen, which was received by the Central Government on 23rd June, 1977.

CENTRAL INDUSTRIAL TRIBUNAL NO. 1, RAJASTHAN
JAIPUR

Case No. CIT-37/72

Reference:—Government of India, Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) New Delhi, dated 2-2-1971
Notification No. 1/14/69-LR II,.....dated 2-2-1971.

In the matter of an Industrial Dispute

BETWEEN

Palana Colliery, Karamchari Union, Bikaner.

AND

Palana Colliery, Palana (Bikaner) & Others.

PRESENT :

Shri Bharat Bhushan—For the Union.

Shri Satya Narain—For the Management.

Date of Award—7-6-1977

AWARD

By its notification, quoted above, the Government of India has referred the following industrial dispute between the Management of Palana Colliery, a Rajasthan State Enterprise, Jaipur, and their workmen to this Tribunal for adjudication.

"Whether the workmen employed in Palana Colliery are entitled to the benefits of the Recommendations of the Central Wage Board for Coal Mining Industry, as accepted by the Government of India, in the Ministry of Labour and Employment vide their resolution No. W. 8-16(5)/66, dated the 21st July, 1967, and if not, to what other relief, if any, are they entitled, in lieu thereof ?"

The workmen's case was espoused by the Palana Colliery Karamchari Union, Palana. The case set up by the Union is that the Government of India appointed a Wage Board for Coal Mines under the Chairmanship of Mr. Saleem M. Merchant to determine the categories of employees and to work out a wage structure. There were 9 members in this Wage Board. The Wage Board submitted its recommendations to the Government of India. These recommendations were accepted by the Government of India and a notification to that effect was issued in the Gazette of India on 21-7-67. The recommendations of the Wage Board were to apply to all the Coal Mine Industries in India except one in Tamilnadu. Palana Colliery is a Rajasthan State Enterprise. The Wage Board recommendations should have been implemented by the Management of the Colliery with effect from 15-8-1967. The Management gave only two slabs of variable dearness allowance and nothing else. The other facilities, e.g. fixation in New Pay Scales, paid festival holidays, dearness allowances etc. were denied to the workmen by the Management. There were no reasons for the Management not to implement the recommendations of the wage Board specially when they were accepted by the Government of India. The Union placed a charter of demands before the Management, but the Management refused to implement the recommendations of the Wage Board. The matter was taken before the Conciliation Officer, but there too no conciliation could take place due to the non-cooperative attitude of the Management. The Government of India has, therefore, made the present reference. The relief claimed is that the workmen of Palana Colliery, as per names given in the schedule attached with the statement of claims be allowed all the benefits of salary, house rent, variable D.A. etc. as recommended by the Wage Board.

The claim of the Union was resisted by the Management of the Colliery. The appointment of the Wage Board by the Government of India was admitted, but it was categorically denied that the recommendations of the Board were binding on it. It was submitted that the recommendations of the Wage Board are only recommendations and are not backed by any statutory binding force. As such, it was not obligatory on the part of the Management to implement the

recommendations of the Wage Board. It was further pleaded that the recommendations of the Wage Board were to take effect from 15-8-67. The Palana Colliery had stopped working much earlier on 1-4-1967. As such, the Wage Board recommendations were not applicable to the Palana Colliery. In the proceedings before the Wage Board, the Management of the Palana Colliery was not summoned to express its views and protests. The Wage Board in its report had excluded the Neyavali Lignite Corporation in Tamilnadu from the operation of its recommendations. In Palana Colliery, the production was of the lignite coals. The Palana Colliery, therefore, stood exempted from the operation of the recommendations of the Wage Board. The Palana Colliery was running in heavy loss since it started functioning. It was, therefore, not in a financial position to meet and implement the recommendations of the Wage Board. The price of the lignite coal is very low in comparison to the prices of other coal excavated in Bengal and Bihar. The work at Palana Colliery was also not as hazardous as in the coal mines in other parts of the country. Taking all these factors into consideration, the recommendations of the Wage Board should not be extended to the Palana Colliery.

The Union was allowed to file rejoinder. In its rejoinder the Union stated that the Colliery was not closed on 1-4-1967. It was closed on 25-12-1969. The workman, named in the schedule annexed with the statement of claim, were retrenched only on 25-12-1969. They were, therefore, entitled to collect all the benefits allowed by the Wage Board in its recommendations.

Both the parties examined some witnesses and filed documents. I shall make a reference to them at an appropriate stage.

Before proceeding further, it would be worthwhile to state a few words about the wage structures, the machinery for fixation of wages known as Wage Boards, the members of the Boards, their functions, procedure adopted and the sanctity attached to the recommendations of the Wage Boards.

The wage structure at one time was taken to be the exclusive privilege of the employer. But, gradually this privilege did not remain his exclusive empire and the Government started making interference in the welfare of the workmen.

The fixation of wages is a difficult task and requires special skill. This task is generally entrusted to an independent body specially created for this purpose. The matter was exhaustively dealt with by the Hon'ble Supreme Court in *Express News Papers (Private) Ltd. and another and Union of India and others (1950—67)* 6 S. C. L. J. 3948. On page 3984, the Court quoted with approval the following passage from the report of the committee on fair wages.

The fixation of Wages may from the subject matter of reference to industrial tribunals or similar machinery under the Labour Relations Law. But this machinery is designed for the prevention and settlement of industrial disputes which have either arisen or are apprehended, disputes relating to wages being one of such disputes. The ensuring of an adequate wage is however a distinctive objective and it requires the setting up of some kind of wage fixing board, whether they be trade boards or general boards".

The Court after tracing the history of wage fixation in our country dealt with the question of the membership of the Wage Boards. On page 3989 of the above report, the Court observed;

"It is clear therefore that a wage board relating to a particular trade or industry constituted of equal number of representatives of employers, with an independent member or members one of whom is appointed a Chairman, is best calculated to arrive at the proper fixation of wages in that industry".

In regard to the principles for guidance for the wage board, the Court again discussed the matter at length and observed on page 3991 that a wide discretion is generally left to the wage boards for the fixation of wages. It was observed on page 3991;

"The normal rule however is to leave a wide discretion to the Tribunals responsible for the fixation of wages inasmuch as they being constituted of equal numbers of representatives of the employers and the employees are best calculated to appreciate the whole position and arrive at correct results."

As regards the procedure to be followed by the wage boards, the Court observed on page 3991;

"The wage boards thus constituted are left to regulate their procedure in such manner as they think fit and it is not necessary that any regulation should be made in regard to the procedure to be adopted by them in the conduct of the enquiry before them".

The Court further observed that the wage boards are normally expected to adopt all procedure necessary to gather sufficient data and collect sufficient materials to enable them to come to a proper conclusion in regard to the matters remitted to them for their determination.

On page 3998, the Hon'ble Supreme Court held that the wage boards in making the fixation of wages exercise quasi-judicial functions. The observations are:

"There is no doubt that these wage boards are not exercising purely judicial functions. They are not courts in the strict sense of the term and the functions which they perform may at best be quasi-judicial in character. The fact that they are administrative agencies set up for the purpose of fixation of wages do not necessarily invest their functions with an administrative character and in spite of their being administrative bodies they can nevertheless be exercising quasi-judicial functions if certain conditions are fulfilled."

The Court also held that the decisions of the wage boards were subject to judicial review. On page 4001, the Court observed;

"We are however bound to observe that whatever be the character of the functions performed by the Wage Boards whether they be legislative or quasi-judicial if proper safeguards are adopted of the nature discussed earlier, e.g., provision for judicial review or the adopting of the procedure as in the case of the recommendations of the Wage Councils in the United Kingdom, or the reports of the advisory committees which came to be considered by the Administrator under the Fair Labour Standards Act of 1938 in the United States of America, no objection could ever be urged against the determination of the wage boards thus arrived at on the score of the principles of natural justice having been violated".

The procedure adopted by the wage boards may also be briefly summarised. The wage boards issued notices to all the interested parties including the management and labour unions to put appearance before them and submit their respective views about the fixation of wages. There is thus proposition and opposition. The wage boards record evidence and hear the parties. They thus make a thorough probe and investigation in order to find out as to how the wage structure should be formulated.

In the instant case, the Government of India appointed wage board to determine the wage structure and other ancillary matters in respect of the workman in coal mine industries. This wage board was appointed in 1964. There were nine members in the board, three representing employers, three representing workers and three independent members. Shri Salim M. Merchant was the Chairman of the Board. It is thus clear that the board was constituted of equal number of representatives of employer and employees with three independent members, one of them was the Chairman. Such a board in the words of the Supreme Court is best calculated to arrive at the proper fixation of wages in the Coal Mine Industries.

The Wage Board submitted its recommendations and were accepted by the Government of India except on a few matters. In clause 4, under caption II terms of reference, the matters accepted by the Government were enumerated. In column 6, the Government deferred the recommendation

in regard to the gratuity scheme. It may also be stated at this stage that the employer's representatives did not agree with some of the recommendations.

The dispute here is between Palana Colliery and their workmen. This colliery is owned and worked by the State Government of Rajasthan. It is a State Enterprise and is looked after by the Secretary, State Enterprise Department, Government of Rajasthan, Jaipur. As a rule, the recommendations made by a Wage Board appointed under the authority of the Government of India should be accepted by the State Government in regard to the industries controlled and run by it. The Palana Colliery is in the public sector and naturally, therefore, the wage board recommendations should be normally implemented by it. But, the management of the colliery has not implemented the recommendations. They have taken a number of objections as to why the recommendations of the Wage Board should not be implemented. I shall take up these objections at seriatim below.

The first objection taken by the management is that the recommendations of the Wage Board have no statutory force binding on the collieries to implement them. I find no force in the contention. It is true that the wage board recommendations are not statutes, still then they have a big sanctity behind them. As discussed earlier, the Government entrusted the task of wage structures to some wage boards. If the recommendations of the wage board are not accepted, the whole purpose of formulating the wage board will stand frustrated. The general rule is that it is obligatory on the Government to declare the decisions of the wage boards binding. If the recommendations are not to be accepted by some industry, such an industry must give good and cogent reasons. The implementation of the recommendations cannot be refused simply because they have no statutory force. Moreover, when the Government of India has accepted the recommendations, there is no justification for the State Government not to accept or implement these recommendations.

The next objection raised by the Government is that the recommendations are not applicable to the Lignite Coal Mine. My attention was drawn to the following clause in the report of the wage board;

"The Neyveli Lignite Corporation was excluded from the scope of the reference to the Board by the Government's decision dated 18th December, 1962".

It was argued that Lignite Coal Industry was thus specifically excluded from the operation of the recommendations of the wage board. There is no substance in the contention. The exclusion clause, quoted above, makes it amply clear that it was only the Neyveli Lignite Corporation in Tamil Nadu, which was granted the exemption from the operation of the recommendations. It is true that Palana Colliery excavated only Lignite Coal, but this in itself is not sufficient to infer that this colliery was exempted from the operation of the recommendations of the wage board. If the Government of India wanted to exclude the Palana Colliery, it could have well inserted it in the exclusion clause. When the provisions are clear nothing can be left to inference. There is nothing in the report of the wage board to substantiate the contention of the management that the Palana Colliery was exempted from the operation of the wage board recommendations.

The third contention raised is that the employer's representatives had not agreed with the recommendations of the wage board. It is true that the representatives of the employer did not agree to some of the recommendations of the wage board. But, this in no way helps the management. The recommendations were made by a majority of the members of the board. The employer's representatives disagreed with some of the recommendations and not all the recommendations. Moreover, their disagreement is not sufficient to throw away the recommendations when they were made by a majority of the members.

The next objection is that the management of the Palana Colliery was not invited by the wage Board to put their views before the Board. As such, the recommendations are not binding and should not be enforced. There is little force in the objection. In the first place, it is presumed that the Wage Board issues notices, to all the concerned industries and invite their objections and views. It was, therefore,

for the management to go and submit their views before the Wage Board. Secondly, the Union's witness Pooran Ram stated that notices, informations, questionnaires etc. were received in the office of the Management from the Wage Board. This witness is a Time-Keeper in Palana Colliery. I find no good reasons to discard what he stated about the notices etc. It is thus clear that the management of Palana Colliery received notices, letters, informations and questionnaires etc. from the Wage Board. Taking these factors into consideration, I find no substance in the contention of the management that the recommendations are not binding, because the management was not invited by the Board to submit their views.

The next objection of the employer is that the Palana Colliery was running in loss. It had incurred loss of Rs. 7,00,000 approximately per year in 1960 and onwards. It was, therefore, not in a financial position to implement the recommendations of the Wage Board. The management examined three witnesses; (1) Foreman Shri Gopal Narain Pacholi, (2) Shri Jagdish Narain Technical Assistant to the Director of Mines, and (3) Shri Rameshwar Bhidaad Ex-Mines Manager, Palana Colliery. They stated that the Palana Colliery was not a profitable undertaking. It had incurred huge losses since it started working. It has genuine doubts about what they stated. It is a common rule of evidence that the party should produce the best available evidence. If the management wanted to prove the fact of loss, the best evidence was the balance sheets of the relevant years. No such balance sheets were submitted by the management. As such, the evidence of the above three witnesses is not better than hearsay type of evidence. Such evidence is not to be acted upon. But, there is yet another reason to discard the fact of loss, even if it is taken to be there. The report of the Wage Board shows that the Government of India has accepted it only in some matters enumerated in clause 4 under the caption terms of reference. One of these matters is of minimum wages and dearness allowance. The Board's recommendations in regard to gratuity was deferred. As regards the minimum wages, the principle is that there is a minimum wage which, in any event, must be paid, irrespective of the extent of profits, the financial condition of the establishment or the availability of the workmen on lower wages. This minimum wage is independent of the kind of industry and applies to alike big or small. Vide A.I.R. 1967 S.C. 1175 (Kamani Metals V. The Workmen). The loss in an industry is nothing to do with the minimum wages, which are to be paid in every eventuality.

The last objection is that the Wage Board recommendations were to take effect from 15-8-1967. But, the Palana Colliery had stopped working on 1-4-1967. As such, the recommendations of the Wage Board cannot be made applicable. I need not discuss the objection at length. The Union has filed a list of 35 workmen, who were from 15-3-1967 to 30-6-1969. In its rejoinder, the Union alleged that the Colliery was closed on 25-12-1967 and not on 1-4-1967. The management has also filed a list of 35 workmen, who had worked from 15-8-1967 to 31-7-1968. The names in both the lists, one filed by the Union and the other filed by the management, are the same. It appears that the working in the Colliery, though stopped in August, 1967, some workmen nearly 35 or 41, were retained by the management for miscellaneous work in the Mines. The Wage Board recommendations applied only to those workmen, who were working there from 15-8-1967 and onwards. Admittedly, 35 or 40 workmen were working in the Palana Colliery even after 15-8-1967. The benefits of the Wage Board recommendations will be available only to such workmen and not to those who were not on the rolls after 15-8-1967.

There are some striking features in the case, which cannot be easily ignored. There are some Government documents, which go to show that the state Government of Rajasthan was keen to implement the recommendations of the Wage Board, but the management on one or the other pretext avoided the implementation. I may make a brief reference to such documents.

Ex. W. 7 is a letter from the Secretary, Ministry of State Enterprises, to the Mines Manager, Palana Colliery. It is of 23-12-1967. This letter says that the Government convey its sanction to implement the Coal Wage Board's recommendations. The management contended before me that this letter has no legal force, because no financial sanction was obtained before hand. The contention is wholly untenable. The financial sanction has to do nothing with the decision of

the Government to implement the Wage Board recommendations. Ex. W. 8 is again a letter from the Secretary State Enterprise to the Management of the Palana Colliery. It is dated 24-10-1969. This letter shows that the Government had allowed variable dearness allowance payable under the recommendations of the Wage Board. This letter also issued directions to the management to forthwith pay the accumulated variable dearness allowance.

One need not labour hard to find out the reasons why the management of the Palana Colliery did not implement the recommendations of the Wage Board. These reasons are explicit in Ex. W. 9. The authorship of this letter stands proved. It was addressed by the management of the Palana Colliery to the Deputy Secretary, State Enterprise, Government of Rajasthan. The management wrote in Ex. W. 9 to the Deputy Secretary that the workmen's Union at Palana was inactive. The Union had no backing and was unable to do anything in the matter. It meant that the Union was not in a position to raise any sort of protest against the management's action of not implementing the Wage Board recommendations. It appears that the management did not implement the recommendations of the Wage Board, because they took the workmen's Union as dull, inactive, not forceful and non-combat. This was not proper on the part of the management.

It may be stated that the Wage Board recommendations, if implemented are to benefit only 35—40 workers, and that too for a period from 15-8-1967 to 24-12-1969. It is not to cast a heavy burden on the management.

To sum up—

The benefits of the recommendations of the Wage Board must be made available to the workmen. I, therefore, pass an award in the following terms.

The workmen employed in Palana Colliery are entitled to the benefits of the recommendations of the Central Wage Board for Coal Mine Industry, as accepted by the Government of India, in the Ministry of Labour and Employment, vide resolution No. W8-16(5)/66 dated 21st July, 1967.

The award be submitted to the Government of India for publication, as required by law.

S. S. BYAS, Presiding Officer.

[No. 1/14/69-LR.II/D. IV(B)-Pt. file]

BHUPENDRA NATH, Desk Officer.